App. F. IX-4

193 . (Legis)

File No. 53-35

Serial Nos. 1-13

Previous References

Legis 42-33 (1-15)
" 1-34-54, 68, 74, 944 112
" 1-34-229, 248, 297, 288, 393, 401 & 412
" 2-35-1, 3, 7, 9 & 10
" 5-35-10 & 14

Letter References

R. F. 15-38-91012.

RESERVED

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. Miscellaneous

Part B for August 1937

SUBJECT.

Conveyance of mails [illegible]

WD 0295—GPB—22,500—13-8-37

Conveyance of mail by Motor Buses.

6316
1

4 Post

General and Revenue Secretariat. | Legis File No. | of 1935 | [App. F. 112.

1) Kind reference is invited to the orders of the Hon'ble Member of Council in para 11 of Legis collection 1-34-467 re the disposal of mail contracts by the postal Department wherein it is ordered that the question may be further examined after the new Law comes into force. For orders if the file be referred to the Spl. Officer appointed for framing Rules under the Motor Vehicles Act & Roads Traffic & Taxes Regln.

3
26/8/35

2) Yes -

pre
27/8

3) Please keep up these files re. postal contracts. It is stated that the question has been fully considered & decision arrived at

4/112

Legis

for

1979

Since taken up

3
6/9/35

4) Legis Collection 42-33-Sl 1-15 and 1-34-112 put up

3/9/35

NOTE—Contn. Sheet.

Serial No.

N o t e.

Subject:- Conveyance of Mails by motor buses.

5). The arrangements come to with the Postal Department are that on every route where Mails are conveyed by buses, one permit will be reserved for the Postal Department. The person who secures the contract for the conveyance of Mails will be allowed to run the buses to the timings required by the Postal Department. This permit will cease as soon as the Mail contract ceases.

2. Under the new system of control of bus services to come to force from 1st January next, the number of buses on each route will be strictly controlled and limited to the volume of traffic offering. There will be difficulties in working the system, if the arrangements now come to with the Postal Department are to be continued.

(i) On ordinary routes, it will be possible for a contractor who may not be quite desirable and whom the licensing authorities may not ordinarily choose, to get on ~~into the~~ road by quoting very low figures for the Postal Department. The experience so far has been that the Postal Department are guided in the choice of the contractor only by the lowest tender.

(ii) On roads competing with railways, where the Railway Department has a monopoly, it will not be possible to allow another contractor to run buses. It is generally the case that where there is a Railway line, the Postal Department will convey their Mails by the Railway. But in the case of Shimoga-Sagar road on which the Railway Department has been given a monopoly, there will be difficulty in alloting service to another contractor.

NOTE.—Contn. Sheet.

WD 03591—GPB—30,000—18-7-35

P.T.O.

Conveyance of mail by motor Buses 6316/P of 34

File No. of 193 . | General and Revenue Secretariat

(iii.) It is also possible that on some well-developed roads monopoly may be given to a substantial Company. In that case also difficulties will arise.

3. For the reasons mentioned above, it seems necessary to change the present arrangement with the postal Department. ~~system.~~ On ordinary roads, the Postal Department should, I think, choose the contractor from amongst those who hold a franchise for bus services on that road. As timings alloted to the buses ~~are~~ also an important consideration, there will be some competition amongst the license holders. Apart from this, the Postal Department know by now the amount of subsidy that has to be paid on each of the roads. In case the quotations from ~~fall lower~~ than this, the licensing authorities can induce the existing contractors to reduce their quotations. On roads on which there is a monopoly, the monopolists should, I think, be allowed to run the Postal contract, the subsidy being not more than what was being paid to similer service, prior to the introduction of the monopoly. Unless some such system is arranged, it will be difficult to work the new system satisfactorily.

With the restriction in the number of buses and strict control exercised, the business of running the services will acquire a value and it will be possible for the Postal Department to secure unreasonably low quotation by those who want to put on services on any road. This will be a gain to the Postal Department at the expense of the system.

For order if the postal Department may be addressed on the above lines.

6) First Member)

8/10

(7) A draft on these lines may be put up. (It would be useful to discuss this with the Labour or with the Parliamentary) 8/10

Serial No.

(8) I met Mr Lincoln. Jordan, Sec. of Post offices yesterday and explained matters to him. He agreed that the present arrangement can not properly fit in with the new system and that some new arrangements have to be adopted. He also said that there would be great objections from his department if they were not to be given freedom to call for tenders and accept the lowest. This of course could not apply to roads where monopoly was given. He thought one way out of the difficulty was for the Postal Dept to fix a rate on weight of bags and allow mails to be carried at this rate by any service put on by the Board. This was his personal view.

(9) He suggested that as the mails was an important one which called for an early settlement, a conference may be arranged at which he, the other Sec. and Post Master Genl or his representative may be present. He said that if I address

NOTE—Contn Sheet.

WD 03594—GPB—30,000—13-7-35

6316 of 34
P

File No. of 193 . | General and Revenue Secretariat

hqrs by D.G. he would take the necessary preliminary steps to arrange for the Conference.

(10) If Govt approved a D.O. will be written to him stating that he first agree to the Conference on details being fixed, for which may issue through the R.S. Dharwar

11) Tour Memb) H.K. 12/10

(12) [illegible] 12/10/35

(Issued DO No C.26/Legis dt 12.x.35 to Mr J. Lincoln Gordon for arranging a conference.

(13) DO issued

14) Genl Secretary) H.K. 12/10/35

GENERAL BRANCH 13 OCT. 1935

(15) [illegible] 13/10

Letter dt 21.10.35 from Mr Lincoln Gordon request for a copy of the Road Traffic + taxes Regln

No 2774 dt 23.x.35 to Mr Lincoln Gordon forwarding a copy of the Regn. Sec.

15) For orders if a reminder be issued now to Superintendent of Post Offices, Mysore, re the arranging of a Conference.

3/31.x.35 16) Re submitted for orders with a draft DO reminder.

17) Noted

3/14/11/35.

3

General and Revenue Secretariat

Conveyance of mails by motor Buses 2966(a) of 35

File No. of 193 . [App. F. III—2

Serial No.

No 7. 1249-35/R.O.II dt 9th Nov. 1935

From the Residency, forwarding copy of the Post master General's letter dt 24.x.35 requesting the steps that the Mysore Govt will take in respect of the question of Conveyance of mails by motor bus services in the State.

1) The p. m. g. in his letter to the Resy. requires a copy of the recommendations of the Motor Transport Committee with the Govt thereon.

2) If approved a copy of the G.O. No P 6-55 dt 18th June 1936 on the recommendations of the M. T. C. put up below will be sent to the Residency for communication to the p. M. G.

3) Kind reference is also invited to para 247 of Vol 2 (Note for the Committee) and to proposition 83. wherein the subject of coordination with the postal ~~authorities~~ department has been discussed.

Subd for orders with references.

B.

The reminder to the Supdt of post offices Mysore may not issue now.

B. 15.11.35

15.11.35

(2) In the letter forwarded by the Residency, the Post Master General enquires how the system of regulation and control of motor services which is to come into force from the 1st Jan 1936 will affect the existing postal

NOTE—Contn Sheet.

WD 03594—GPB—30,000—13-7-35

postal mail contracts in the trade
He wants a copy of the Rules and
Orders in the matter and expresses
the hope that it will be possible
for the Govt to avoid interference
with mail contracts the currency
of which exteends beyond 1st Jan 1936.

4) The arrangement
under the Post Department at present
is that on every route where
mails are conveyed by motor
buses, one permit will be reserved
for the Contractor selected by him
and the Contractor will be allowed
the timings suited to the Dept.
This arrangement which is
not working satisfactorily as
at present can not be worked
at all under the new System for
reasons explained in (5) above
Under the new System, monopoly
is given to Rly Depts and on compet-
itive routes and on some selected
routes monopoly may be given
to others. It is not possible to allow

Serial No.

any one else to work additional services on such routes. With regard to other roads, the number of bus services is strictly limited to the requirements of traffic and rigorous qualifications are prescribed for permit holders. The Postal Depts who are notified by the Govt tender, may select as undesirable many who were use the Dept as a lever to get the licences. With the restriction in the number of services, these permits will acquire a high money value and it will be impossible for the Contractors to evade ridiculously low rates to the postal Dept. This will nullify the system of control.

23) I explained all this to the superintendent, Post Offices Hyderabad, who I met in this connection in accordance with the orders of the Member, vide 7 above. It is on a reference from the Superintendent that the Deputy has now addressed us.

WD 03594—GPB—30,000—13-7-35

6316 V 2966(a)

Conveyance of mails by motor Buses.

File No. of 193 .

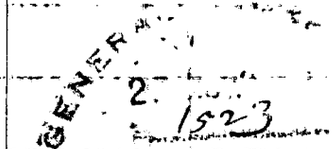
General and Revenue Secretariat

24) As per orders a draft letter to the Resident explaining the circumstances in which he is required hereunder for free use of a launch

25) First Member to Chief Secretary

HR 27/11

26) Dwd. 27/11



27) First Member

28) Appd with a slight changes

Asstt 5/12

29) For favour of perusal before Dy. Secy

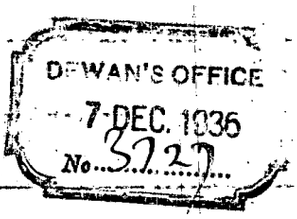
Dwd 6/12 5/12

Asstt 6/12

ordered to be issued under Govt Secys signature

30) Dewan

31) Dwd 7-12-35



32) Issued Dwd 9/12

Issued no. pol. 639 of 9.12.35 to the Secy to the Resident re. Conveyance of mails by motor Buses.

33) May a reminder issue to the Resy.

34) The matter may be kept for sometime

HR 28/12

24/12/35

35) Subj for orders if a reminder may issue

3/10/1

36) Pended HR 11/1

515

Conveyance of mails by means of motor Buses.

General and Revenue Secretariat | Legis File No. 53 of 1935. | [App. F. III—2

Serial No.

Letter no. 7.1249-35/R.O.II dt 17.2.36 from the Secretary to the Hon'ble the Resident forwards a copy of letter dt 5.2.36 from the Post Master General and requests for the views of the Govt of mysore on the questions raised by him.

37) 1) The following are in brief the points which are raised by the postal authorities:—

& charges:

2) The postal Deptt. does not feel much difficulty in securing bus services to convey posts on favourable terms on roads on which more than one owner plies the service but on roads on which monopoly is granted the monopolist should be bound by contract 1) to convey mails, (2) on scheduled rates based either on the weights of postal bags or as is obtainable under weighment system in the Rys and (3) to execute agreements & furnish securities.

3) The solvency and efficiency of the proprietor who contracts to convey mails should also be taken into consideration by Govt.

4) Timings which are suitable to the postal Deptt be granted to services conveying mails.

5) Agreement & Security.

The existing security is equal to 2 months' subsidy from the mail contractor — This to be continued. Views of the Govt on this point regarding Buses run by Railways in the state are invited.

NOTE.—Contn. Sheet.

WD 03594—GPB—30,000—13-7-35

5156/P

File No. of 193 | General and Revenue Secretariat

6) Termination of Contracts.

The currency of mail motor services in Mysore State extend beyond June 1936 for the termination of the Contract before the stipulated time [4 months notice is necessary. The postal Deptt. desires to know if such notices are necessary in view of the fact that the services cannot continue under the new law, and if non service of such notices will involve the Deptt in any legal obligations.

7) The mail Contract is usually from 3 to 5 years. Such a period cannot be fixed with the monopolist [under the new system] since it is suggested that whenever there [any] [the mail] Contract should be automatically transferred to [a] change in the monopolist [the new Contractor without involving the [postal] Deptt legally.

39) Submit for orders with references.

8/3
18.2.36

39) For favour of opinion on the points raised in the last two paragraphs of the Memorandum forming enclosure to the letter of the Postmaster General

Asst. Secy. (Law with Contracts) V.A.R. 4/2

41) Law [one] 4/3

Serial No.

42) The following points are raised by the Postmaster General, Madras, for Consideration.

1) It is stated that it is usual to obtain agreements and security equal to 2 months' subsidy from the contractors selected for the Conveyance of mails, and that the same procedure has to be adopted here in case of private Contractors selected by the Dy. Bns. Dept. Information is called for where there would be any change if the Dy. Bns. Dept undertakes to Convey the mails.

43) This is a point on which legal opinion is not necessary but has not been called for by the Special Officer

MMP 1073

2) Where a 4 months' notice to the present Contractors is necessary under the agreement executed by them in lieu of the fair, the Contractors themselves will not be able to Continue the service according to the new law, and where the issuance of such notices will not involve the Dept in any legal obligations.

As re: (1) the procedure of obtaining agreements

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5156

File No. of 193 . General and Revenue Secretariat

and security may be adopted in case of Private buses released by the Tr. Dept. In the case of Govt. Bus. dept undertaking to convey the mail, the Agent M. Govt may perhaps be empowered to execute an agreement without any security as being taken in case of private buses, or the existing rules in force re Govt Dept: already carrying the mail may be followed.

Re (2) Under cl 17 of the existing agreement it is obligatory on either party to give 4 months' notice before the termination of the Contract. The old Contractors cannot continue to run the service under they are released by the Tr. Dept. under the new law. As the existing Contractors are disabled from continuing their service after the date specified the dept will not be under any legal obligation

211
Govt

TSD
8/5

Postal

44) If the Department puts an end to the mail contract during the currency of its term without giving proper notice as agreed upon, the Dept certainly becomes liable in damages to the Contractor. The mere fact that the Contractor may be prevented from running a bus service does not render his performing the Contract legally impossible. He may for

2966(a), 5/15; 5512

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instance use a Car for the purpose. But I think in the majority of cases, it is the Contractor that will ask for the termination of the mail contract if he is disabled from putting on a bus service on the route and consequently the difficulty contemplated in the penultimate para of the memorandum is does not arise likely to arise.

45) As regards the period to be fixed for the Contracts to be entered into on the introduction of the monopolies system I think the period may be the same as the period for which the monopoly is granted. There is no likelihood for the present of any private individual being granted a monopoly of running bus services on any route in the State and therefore the question raised seems to be ~~of a purely~~ academical interest not of much practical importance.

46) Special officer with Contrs } DPL 1073

Letter No T. P. 7/31 & 2.3.36 from the Traffic manager forwarding copies of correspondence between him & the Post master General re. Conveyance of mails in motor buses and requests for orders in the matter.

47) One of the questions raised by the Postal Dept is the question of rates for the conveyance of

WD 03591—GPB—30,000—13-7-35

Conveyance of mails by Motor Buses.

6316 √1966 (a)
5156 √5572

File No. of 193 General and Revenue Secretariat

of mails on roads on which a monopoly is given to the Rly. Depts or private individuals address the Agent Mysore Rys. and call for his views.

48) V&R

Secy's note on Typed draft as dictated. ~~Issue approved~~

"Approved. Issue. [Extracts to be forwarded are marked in pencil.]

Initialled H.R.

49) For perusal of Agent's views. On receipt of Agent's reply the case will be worked up further and submitted

50) Genl. Secy) Reg'd letter dated 17/2/36 V&R 16/3

51) for perusal. 17/3

52) Fin. Member)

53) The PM & may be asked preferably the latter to meet me on the 25th or 26th at 3.30 PM in my chambers of the dates are convt to him.

V/2 18/3

Issued no. p. 6218 dt 14/16.3.36 to the Agent Mysore Rys. calling for his views in the

GENERAL SECTT. 17 MAR 1936

From the Rly. Board letter No. T.338-36 R.O.III dt 16.3.1936 forwards post master General's letter suggesting to hold a conference to discuss the question of carriage of mails by motor buses by means of mail contracts

Subd for perusal & orders 18.3.36.

Conveyance of mails by Motor Buses.

5 63 p of 35

General and Revenue Secretariat | File No. | of 193 . | [App. F. III—2

Serial No.

matter relating to Conveyance of mails by motor Buses.

No pol. 971 & 19.3.36 to the Secy to the Resdt intimating that 25th or 26th instants are convenient for the 1st member to meet the post master General

No F. 338-36/R.O II & 23.3.36 from the Secy to the Resident stating that the P. M. G. would meet the I member of Council on the 26th march 1936.

54) Spl. officers notes on the P.U.D.

" For perusal. First member.

Initialled. H.R. 23.3.36

Initialled. S.P.R. 23.3.36.

55) For perusal

56) Genl. Secy) 57) No 293 S.P.R 25/3.

58) The P.M.G met the 1st member on the 26th inst. He has generally agreed to our proposals, with regard to rates for free carriage of mails on Rly buses. The P.M.G was not in favour of charging any Government

NOTE.—Contn. Sheet.

WD 03594—GPB—30,000—13-7-35

Conveyance of Mails by Motor Buses

6281

5863/P gps

File No. of 193

General and Revenue Secretariat

but preferred the existing grade of seniority to private contractors as a more suitable basis.

59) The details connected with private monopoly were left open for consideration in each case as the occasion arose. He was told that there was no immediate idea of having private monopoly.

60) Further reference from the Pres. Manager awaited

GENERAL 7 APR. 1936 159

OFFICE OF THE FIRST SECRETARY 4 APR. 1936 7204

61) First Member) HR 4/4/

62) JPM 6/4

63) for perusal

64) Genl. Secy) HR 6/4/65) gw 7/4

K 7/4/ pm 7/4

gms. 8/4

No. 7806 fl 145/3 H. dt 9.4.36 from the Agent Mysore Rep. furnishing his views on the question of conveyance of mails by motor buses.

66) Sub for perusal.

Kind reference is invited to

Serial No.

para 3 of the P.U.D wherein the postal authorities in Mysore have issued a notice levying a fee for the carriage of mails between Mysore & Ooty. The Resy. has been separately addressed in this matter & the Dft to the Resy. is subd to the I member for orders.

67) The xxx letter to the Residency is under issue. Board's decision necessary on this letter

17/4/

xxx Please see note re. this — note continued.

WD 03594—GPB—30,000—18-7-35

Serial No.

road through the back-door of postal tenders. Apart from this, Government have a right under the Regulation and Rules to fix minimum fares which the postal department cannot infringe. Even if it be granted that conforming to all standards, the bus owner is able to pa this amount out of the profits he makes, it would be a ground reasonable for the Government levying higher taxes and using the proceeds for road maintenance and not for an unconnected department to profit by something for which they are in no way responsible. At this rate, it will be possible for the Postal Department to get substantial royalty for "the privilege of carrying mails", on all routes, including Railway competition ones. If eventually the Railway is given the monopoly, the Railway Department may have to pay a heavy sum to postal department for "the privilege of carrying the mails."

71) I therefore submit that the matter may be taken up with the Postmaster-General through the Residency. If approved, the Postmaster-General may be informed that we will not be able to give licenses to bus owners selected by them under such conditions. The Postal Department have also to pay their legitimate charges for transport. We may therefore request them to see that this notice is cancelled and that arrangements are made for the payment of an equitable subsidy for this, and

NOTE—Contn Sheet.

WD 03594—GPB—30,000—13-7-35

Conveyance of mails by motor buses. 6175

File No. of 193 . | General and Revenue Secretariat

this is an essential condition for conceding the privileges for the carriage of mails.

2) Finl Member) 7285

6/4.

3) & I agree Let me see draft

GENERAL BRANCH 15 APR. 1936 456

9/4.

4) Draft sealed

1st Member Mala General Secretary) 5) 15/4

15/4

6) 16/4

7) Issued today and Seal Signature

17/4

Issued no. pol 1096 of 14/17.4.36 to the Secy to Hon'ble the Resident bringing to his knowledge a notice dtd from the Supdt Mysore post offices Calling for tenders for the levy of fees for the privilege of carrying mails. Jus 20/4

No. 7.338-36/R.O.I dtd 27.4.36 from the Secy to the Hon'ble the Resident

Conveyance of mails by motor buses.

6639 P

General and Revenue Secretariat	File No.	of 193 .	[App. F. III—2

Serial No.

forwarding copy of letter dt 7.4.36 from the Post master General re. arrangements for postal lines contracts and requests to furnish the Residency with the views of the mysore govt.

78) The post master General has forwarded a note on the result of discussions with the 1st member on the 26th March.

79) Subd for kind perusal & orders.

3/ 28/4/36

80) Asst. Secy. Law will kindly comply for favour of views on on para "determination of Contracts" on P. 3 of the note of discussion, enclosed to Residency letter

81) Asst Secy. Law kindly comply

20/5

82) The statements made under in the para headed "determination of contracts" in the note of the Pmg are, I think, all right & may be accepted.

83) Special officers with compts

NOTE—Contn Sheet.

WD 03594—GPB—30,000—13-7-35

Conveyance of Mails by Motor Buses.

File No. of 193 . | General and Revenue Secretariat

No. 7. 338-36/R.O.I & 15.5.36. from the Secy to the Hnble the Resident forwards a copy of the letter from the Post master General + requests to be furnished with the views of the Govt. in the matter.

(4) Subs for orders.

3/ (5) The Post Master General Madras has sent, through the Residency, a note on the discussion which took place between him and the Member and asks for the confirmation of the arrangements proposed therein. These are in accordance with the discussion & may be confirmed subject to the following:- PUD

(1). In the paragraph under the heading "Modes of conveyance of mails etc" it is stated that the charges for the conveyance of mails on Rly. lines will be fixed on the analogy of the rates that the Post and Telegraph Dept is at PUD

Serial No.

present paying to the private bus owners for motor mail services in the vicinity of these roads..."
The words "at present" are not quite clear. It is not known if the intention is that the rates that are being paid now, at the time of this arrangement shall be the basis or the rates paid just prior to the introduction of the bus services on any road by the Railways. Apart from this, it is well-known that the bus contractors have raised and are raising very remunerative rates in some cases and these cannot be a basis for fixing the charges for Rly. buses.

86) In fixing the rates by Rly buses, therefore, the rates paid to other similar services in the vicinity need not be the sole basis. It may be provided for that the Rly shall pay such ~~rates~~ reasonable rates as may be mutually agreed upon.

(2) Under the heading "Period of Mail Contracts", it is stated that

NOTE—Contn. Sheet.

7078

File No. of 193 . General and Revenue Secretariat

The permits will usually be granted for a period of one year but that there would be no objection to grant an enhanced currency to these permits in some cases for special reasons etc". Permits are valid for one year, ordinarily, though there is power to make them valid for a longer period instead of the words "grant an enhanced currency" the words "renew the permits" may be used.

(3) In the para headed "Timings of Motor Mail Bus Services" it is stated that the Govt will be prepared to allow the mail contractors "any timings which are considered desirable by the Post & Teleg. Dept." This is in accordance with the offer made by us in our letter to the Postal Dept. This may be done in all cases except those on which our Railway agency bus is running. Such cases are very rare. However, a reservation may be made in this respect. We may therefore agree to give the Postal Dept the timings desired to them on

(1 and 2 new para)

Serial No.

all routes providing however that on those routes on which the buses carrying passengers etc for the timings will have to be fixed with reference to the P.O. timings Secy Rly Board agreement shall in normal cases, timings suitable to both Rly and Postal Depts, as may be mutually arranged may be given.

22 JUNE 37

87) Subject to the above, the note records the understanding correctly and may be confirmed. If approved, a draft on the above lines will be submitted. 22/6

First Member 87) Rly 22/6

Comm

88) General Secretary 23/6/37

CENTRAL CIVIL SECRETARIAT RECORD 27 JULY 1936 * 9792

91) The P.M.G. in his reply to our letter re the demand of fees for the carriage of mails says that the Dept do not undertake to secure permits to the contractors and that they confine their choice to those already holding permits on the route. This is according to the agreement. He says that the presumption of the Govt that the

90) Mr HR Bell at Jor F

NOTE—Contn. Sheet.

it is for receiving the permit that they pay the fees is not correct. He also adds that it is on account of the advantages of postal service that some contractors are prepared to pay fees. He however assumes that the postal Depot" is used will always be prepared to pay all the reasonable charges for the transport of mails" and that if the system of control elsewhere is seen as not to allow secret payment of fees the Depot has nothing to complain of. He adds that Depot will readily pay any subsidy considered reasonable after taking into account competitive tenders.

92) Fees are offered only in the hope of getting permits and where it is known that the choice of contractors is confined to those already holding permits the maximum decrement will disappear. The tenders may be another undecrement, but it is not possible to say that it will be seen as to make the contractors offer uneconomic rates. In view of these readings of

Serial No.

Office of fees pdy do progressive
received y. I submit the matter
need not be pressed further
The working of fees rates and
rules may be watched and
after further action taken in
the experience of its working
shows it is necessary.

As instructed two drafts are
submitted for favour of
appl. One the first is in reply
to Pdy's letter requesting
confirmation of fees enhancement
ordered at; the second, a reply
on the above lines to the Pdy's letter
re. the office of fees

93) First Member / Member / General Secretary — Issue 87.7/7/

94) Pr
Please retype 885
as corrected before
submn to member
Issue 87.
87/7/

95) 15/7

96) Issue 15/7/

Issued no pol. 107 dt 17.7.1936 to the Secretary to the Hon'ble the Resident regarding payment of subsidy by the Ry. Postal Department.

-7 JULY 1936

10 JULY 1936

16. JUL. 1936 TYPING SECTION. GENL. & REVN. SECTT.

NOTE—Contn. Sheet.

2966 (a) q35 √ 5156 √ 5512 √ 5757 √ 5863 √ 6281 √ 6639 √ 7078 √ 7735 & 1908 of 36
P

Conveyance of mails by motor buses

File No.	of 193 .	General and Revenue Secretariat
Issued no Pol. 108 & 23.7.36 to the Secy. to the Hon'ble the Resident conveying the proposals contained in the note of discussion between the post master General + the I member of Council.		Secy 1/9
No 7. 338-36/R.O.I & 22.9.36 from the Secy. to the Hon'ble the Resident, calling for the views of the mysore Govt. on the letters of the post master General (enclosed) Regarding arrangements for postal mail contracts under the Motor Road Traffic + Taxes Regulation		
99) Kind reference is invited to this office Letter no. pol. 108 & 23.7.36.		W
(1) As regards means of conveyance and the charges payable by the postal Deptt. our Govt. had suggested that reasonable rates mutually agreed upon may be fixed.		
98) The post master General madras states that this has been referred to the Dir. General of posts + Telegraphs + promises a further communication on hearing from him. This reply will be awaited.		99) This will be awaited
(2) The p. m. G. accepts the amendment suggested regarding period of mail contracts, Vide para 2 of letter no. pol 108 & 23.7.36		W.
(3) As regards timings of motor mail Services in para 3 of the above letter the p. m. G does not accept the amendment suggested		W

Conveyance of mails by Motor Buses.

1088/P

M. T. B. F. 13.]

Mysore Traffic Board. | File No. | of 193 .

Serial No.

by this Govt. and desires that in all cases of mail services by Subsidised Motor Buses, the mail Contractors of Postal Deptt. should be allotted the timings which the postal Deptt may prescribe.

100) In the second letter of the p.m.G. mention the importance of granting the timings as prescribed by postal Deptt. is again pointed out.

101) The Postal Department holds that the mysore Govt should not have no objection to their levying a fee for the privilege of Carrying mails, and it is further added that it was on this condition that the Postal Deptt. agreed this Govt. payment of reasonable rate of subsidy for the Conveyance of mails.

F. 102) In this connection kind reference is invited to letter no pol. 1096 & 17th April. wherein the disadvantage of levying such a fee is clearly explained

Subs for orders with reference.

E 6/9/36 103 After his meeting with the First Member the P.M.G. came to an agreement as noted in the margin for confirmation of Govt. The note was confirmed subject to the three points referred to in the above note. The P.M.G. has now written about the

NOTE —Contn. Sheet.

WD 0179—GPB—4,000—20-8-36

Serial No.

proposed amendments

(i) With regard to the rates to be charged by Railways the Board has no observations to make to Director General. The services commencement proposed may be accepted

(ii) The Circuit alignment proposed in regard to the period of contract is accepted

(iii) Timings of motor mail Services:-

104) Our suggestions in this matter do not mean that the Govt will allow the mail contractors constitutions considered suitable by the Postal Dept, "except in special cases. In such cases, such alternate timings as may be agreed to by the Dept will be given. The Railways have no objection to the proposal for the discharge of the responsibility of the Dept in connection with the mails, but the Railways the department must continue to have the right to despatch mail to the timings considered U

Serial No.

most desirable by them and that the exercise of this right depends on the contractor being allowed the timings prescribed by the Dept. Otherwise he may persist in misconnection and delay the mail may result.

105) The P.M.G does not seem to have understood our position in this respect correctly. We have agreed to give him generally the timings as prescribed by them, "except in Special cases". Even in these special cases, it is not any arbitrary timings but "desirable timings" on consultation with them that is agreed to be given. There can therefore be no occasions for serious misconnection or delay apprehended by the P.M.G. In the Special cases the timings that would be given will be desirable timings as nearly the timings required as circumstances permit.

106) As for the "right" to dispatch mails according to their timings this right contemplates with them

Serial No.

as long as they use vehicles exclusively for the carriage of mails. But when Service mails are to be carried on Public motor vehicles, certain adjustments become necessary. The timings of public service buses have to be adjusted when necessary to accommodate a number of circumstances. It is not possible for the Govt. to agree that mail vans certainly they should adhere the timings agreed by the postal Dept. The point may be explained to the Rly.

107) Another matter on which the Rly has addressed was that in regard to the Postal Subsidy or the receipt of fees by postal Dept by the contractors for the conveyance of mails. An Exception was taken to the Postal Dept receiving fees for the carriage of mails, a service rendered to them for which they already paid. The Contractors used to offered to accept the carriage of mails, as the

M. T. B. F. 13.]

Mysore Traffic Board. | File No. | of 193 .

Serial No.

has a measures of securing a permit on the line. The arrangement has come to which by the post Depot have to choose existing Contractors to a large extent eliminates this; but the feel that the timings are given considered to be an improvement. It is well known that on a route not all timings are equally suitable; timings at which traffic is heavy are more prized than others and as timings for mails are seldom suitable timings the Contractors are prepared to pay somewhat to get this advantage. The fear that the postal Depot get is in fact what the Contractors have to get the mail timings. The postal Depot can not be allowed to reap the benefit of timings given by us. Besides one of the aims of the new System of regulation control is to see that the evil of uneconomic rates is removed. The Dept has started to get fewer

NOTE —Contn. Sheet.

WD 0179—GPB—4,000—20-8-36

Serial No.

Asst Supt Postal Depot who are one of the main suppliers pays a reasonable rate.

108) To the latter part except to the Postal Depot Commission fees from Contractors for carrying mails, the Pvt Ly Co stated that being a Commercial Depot they could take fees if offered by Contractors of, however, the system of Control was such as to render it impossible for them to offer fees, he stated he will have nothing to complain. He offered to pay any fees by which was considered reasonable under such case. Drivers of Mail Lorries, The following were stated

y

by our Pvt Ly Mail Motor Lorries one an amount may be allowed for petrol and fees if any action to fix a reasonable rate by which case is necessary

109) The Pvt Ly now received a reply to this. The Pvt Ly says that as the Contractors are selected from the existing q

Serial No.

permit holders he fails to see why uneconomical subsidies will be paid. As stated above, the terms of constitute the reason and he fully does not seem to appreciate this. The fully says that the assurance of paying a reasonable subsidy in the previous case was given subject to the qualification that if special local circumstances induce the tenderers to pay subsidy to postal Dept, the Govt have no objection to it. There is one point which is to be considered viz what makes a mail contractor to pay to postal Dept to carry mails. The fully suggests in the previous case that it was the prestige & regularity of timings attached to mail services. The former reason can hardly give advantage to offer subsidy; as for the latter, under the system of control regularity of timings is a

614 of 36.
T.B

Conveyance of mails by Motor Buses.

2966 of 35
P
5156
5512
5751
etc 1905 of 36
P

File No. of 193 Mysore Traffic Board
P

Serial No.

ensured for all services. The
case may be an independent
A 110) drivers of these private
omnibuses may perhaps be
made clear. Also fees and
paid for the Special Engineers
given to postal Deptt. Besides
the Deptt should pay reasonable
charges for services rendered
to the drivers of the car
notwithstanding of fees for carriage
of mails by private car received by
postal Deptt. As already agreed,
the Rehabilitation may be worked
for some time & then
necessary changes may be
undertaken for uneconomical
routes to be effected. The
buses may be exempted to
pay by
111) If approved, orders
on the above may be
submitted

114) First Member
Member
Genl. Secretary

113) Que 12/4 9/11

VSR 14/11

GENERAL SECRETARIAT
9 NOV. 1936
179

OFFICE OF THE
AIDE
14 NOV. 1936
3.20

114) Yes

VSR 22/11

VSR 23/11

M. T. B. F. 13.]

Mysore Traffic Board.

Conveyance of mails by motor Buses.

Legs. File No. 53 of 1935.

GENERAL SECRETARY
23 DEC. 1936
1506

Serial No.	
	115) Drafts are submitted for appl Secy. Secy (two drafts) 3/2
	116) Hon Member 117) 5/2
	Issue 11/2
4	10. FEB. 1937 GENL Issued no pol. 911 dated 11.2.37 to the Residency forwarding the views of this Govt in regard to grant of timings to ~~motor~~ buses carrying mails.
5	No pol 912 of 11.2.37 to the Residency forwards views of this Govt re. payment of subsidy by the proprietor of Rail Buses to the postal Department.
	Sus. A 11.2.37
	No. F. 345-37/R.O I of 5.3.37 from the Secy to the Resident forwards a copy of letter of 9.2.37 from the post master General agreeing with the views of this Govt. re. the charges for the conveyance of the mails by monopolised bus services of the Mysore State Railway.

NOTE —Contn. Sheet.

WD 0179—GPB—4,000—20-8-36

Postal Contracts — mail

Conveyance of mails by Motor Buses.

Legis 53 of 1935.

(121) In our letter no pol. 108 dated 23-7-36 W
it was suggested that reasonable rates as may be mutually agreed upon in each case may be fixed in respect of Conveyance of mails by the monopolised bus services of the Mysore Ry. The post master General Madras now intimates that the Director General of posts & Telegraphs to whom this matter was referred has agreed with the views of the Mysore Durbar.

(122) The postal department have so far agreed to the following proposals viz.

(i) The amendment suggested by W
the Mysore Govt. re. the period of mail Contracts. The amendment was "There would be no objection to renew the permits in any case for Special reasons and allow the bus owners to ply their services for a longer period than one year.

(ii) The suggestion re. rates to be fixed in respect of Conveyance of mails by monopolised bus services of Mysore Ry. W

(123) The points yet to be settled with the postal department are

(1) Grant of timings to buses Conveying mails. E

(2) payment of Subsidy A

Postal Mail Contracts.

Conveyance of mails by Motor Buses.

1571

M. T. B. F. 13.]

Mysore Traffic Board. | File No. | of 193 .

Serial No.

or fees offered by our Contractors for the carriage of mails on the public service motor buses.

The opinion of the postal department on these above two subjects is awaited.

(124) Meanwhile it is submitted for orders if the letter be acknowledged and the Resy intimated that acceptance by the postal Deptt. of the Mysore Govt Suggestion has been noted.

P. D. D

(125) Submitted for orders.

S
10/3/37

(126) The opinion of the Postal Dept will be awaited in regard to points in Para 123. The letter from the Residency, agreeing to payment of reasonable rates of charges to be fixed for the conveyance of mails by the Inspection Bus Services, will be acknowledged. The Agents, Imp. Roadways, will be requested to furnish proposals in regard to rates to be fixed.

P. D. D

Gr 12/3/37
399

(127) Genl Secy) Yes.

11 12/3

UO
13/3/37.

(Asst Member)

(128) 10/3 15/3

11 12/3

NOTE —Contn. Sheet.

WD 0179—GPB—4,000—20-8-36

Postal mail contracts —
Conveyance of mails by Motor Buses.

1577 of 36.
FB

Legs File No. 53 of 1935. Mysore Traffic Board.

1835
FB 9/36

Serial No.

131) Submitted with two drafts for Kind approval.
3/17/3/37 132) ~~Bridges~~ D/S for approval
133) Genl Secy) 17/3
134) Appd hm 17/3/37 17/3
GENERAL SECTION 17 MAR. 1937 53-2
TYPING SECTION 19. MAR. 1937

Issued no T.1670 & pol 1218 dy 22.3.37 to the Secy to the Resdt. ac knowledging receipt of letter & promising to send further proposals early.

No T. 1670 dy 22-3-37 to the Agent Mysore Rys. Calling for his proposals re. the fixing of Rates for Conveyance of mails by Motor buses.

Sus A. 30/3/37

Letter no 8128 — TL. 14573 H dy 14.4.37 from the Agent Mys. Rys. forwards his proposals re. the charges for Conveyance of mails by monopolised bus services of Mys. State Rys.

135) The Agent states that before the Rys Deptt. was given the monopoly to run buses on the Anandapuri Sagar line the Postal Deptt were paying a sum of Rs 195/= to private Bus owners for Carriage of mails between

Conveyance of mails by Motor Buses.

M. T. B. F. 13.]

Mysore Traffic Board. | Legis File No. of 1936.

Serial No.

Shimoga & Sorab a distance of 65 miles, or Rs 3 per mile per month for carriage of mails. The Ry Deptt. claim a provisional amount for Carriage of mails between Anandapuram & Sagar which works out to Rs 457= per month and the agent requests that the post master General may be requested to accept & pass the charges claimed by the Traffic manager in his letter dt 6. Jany 1936. (enclosure to P.U.D)

186) It is for orders if the p.m.g. may be addressed.

20/4/37

187) It is clear that Postal Dept were paying private Bus owners at 3 Rs per mile per month for the Carriage of mails between Shimoga & Sorab. The claim of the Ry dept for Carriage of mails betwn Anandapuram & Sagar amounts to Rs 457- per month, is unreasonable & appears to be very reasonable. The Post-master General will be addressed, to the Residency, to accept & pass the Charges, as claimed by the Traffic manager & approved by the agent

188) Govt Secy

21/4

GENERAL SECRETARY
22 APR. 1937
1602

NOTE —Contn. Sheet.

WD 0179—GPB—4,000—20-8-36

Conveyance of mails by motor Buses.

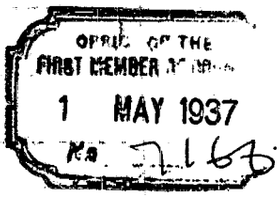
1835 P&C
JPS

Legs File No. of 1935. | Mysore Traffic Board.

Serial No.

139) The above proposal may be approved.

Dw 29/4/37.



140/ First Member)

141) 1/ 3/5

142) JPS

143) 3/5 Dw 5/5/37.

144) Put up a draft 1/6/5

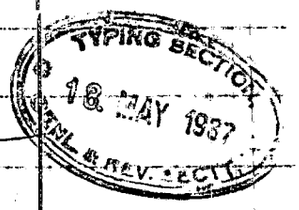
145 Draft submitted.

8/6/37. 6/V/37

146 Dft submitted

Genl Secy) 147 Dw 1/6/5
17/5

148 Dw 19/5/37



To - The Secretary to ~~Govt~~ Resident

Pol. ~~20~~ 1439 Dt. 20.5.37

States that the P.M.G. may be informed that the Rly. Dept. charges Rs. 48/ a month for carrying mails between Anandapuram & Sagar.

Letter No. Tr. 345-37/R.O.T. dated 16th June 1937 from the Residency, enclosing a copy of letter from the P.M.G. Madras No. 65 Tn. 12/M. dated 5th June 1937.

Conveyance of Mails by motor buses.

M. T. B. F. 13.]

Mysore Traffic Board. | File No. 1835 & -62 ~~of 193~~ .37

Serial No.

149) The Postal Department have accepted according to our proposal to pay a Sum of Rs. 45/ per mensem for the Conveyance of Mails by the R.M.S Service between Anandapur & Sagar. The P. M. G has informed the Traffic Manager Mysore Railways, accordingly — Submitted for perusal.

I. P.U.D

By 17/6/37.

150. XIX Letter from the Post-Master General is herewith returned. No further action is necessary in the charges claimed by the Traffic Manager, have been accepted.

By 17.6.37

General

17/6

GENERAL SECRETARY. 19 JUNE 1937 3450

No. 10241 of 19.6.37 from the Agent Myp. Rly. requests that a copy of the communication re. the mysore Govt. agreeing to execution of an agreement on a stamped paper by the Rly. Deptt. for carriage of postal mails between Anandapuram & Sagar may be sent to him.

The connected file is submitted to the G

NOTE —Contn. Sheet.

WD 0179—GPB—4,000—20-8-36

Conveyance of mails by motor
Pors. ——

1835 J 2267
TB

File No. of 193 Mysore Traffic Board. TB

Serial No.

Secretary on the 19th With D. no. 2262.

23-6-37

15?) Gen. Secy.)

initialled (T.R.)

15?) Gen Secy's remarks on p.v.s II 24.6.37

TB. Secy please pick up the file & send copy required. file picked up 24/6

initialled M.V. 24.6.37.

156) The Concurrence of the Mysore Govt. that the Ry Deptt. should execute an agreement etc is contained in the last paragraph of the note on the result of the discussions between the First member of Council & the P.M.G. Madras. Flag L.

156) It is for orders if a copy of the said paragraph be sent to the Agent Mysore Rys.

157) The Agent Mysore Rys requests instructions as to whether he may deposit Rs 2-14-0 being the Cost of the Stamp paper as required by the postal Department.

158 Submitted for orders on paras 150, 156 & 157.

23-6-37

Para 150 — 159 The letter is for the personal & no orders are required

16? Yes

Para 156 — 160 A copy may be sent to Agent Mysore Rys

163 Will be Mysore Govt paper or Madras?

Para 157 — 161 The Agent may be asked to deposit the requisite Postage

Gene Secy) 1/7/37

164 1/7 11/6/6

GENERAL SECRETARIAT
28 JUNE 1937
3624

432 p637

Conveyance of mails by Motor Buses

M. T. B. F. 13.]

Mysore Traffic Board. | Legis File No. | of 193 6

Serial No.

11.

165 Kind reference is invited to the G.O. on the subject which is incorporated as article 17 (a) in the Mys. ~~Code~~ Civil account Code Vol I, as amended by Govt notfn no. P. 3589/Legis 37-27-1 & 3. 1. 1928. According to this the Mysore Stamp paper has to be used as the agreement is the subject matter of mysore stamp

166 Submitted with reference to the Govt. Secy's remarks in the margin of the last page

167 It will be true Mysore Stamp paper that should be used in this connection

CHIEF SECRETARY. 3- JULY 1937 3852

Govt Secy (Reply is given) 168 May be done if usual. 11 3/7
Legislative Secy Law Dept
Legislative Secy 1917
Asst Secy Law Dept

Dy Secy Law Dept } 170 Yes

11 15/7

20 Law Dept 20.7

171 Under the proviso to Sec 3 of the Stamp Regulation, all documents executed by or on behalf of Government are exempt from Stamp duty. But I learn on inquiry from the Railway Secretariat that the Railway Department executes such documents on Stamp paper. (The recent agreement in connection with the transfer of

NOTE —Contn. Sheet.

WD 0179—GPB—4,000—20-8-36

2267

43

Conveyance of mails by motor cars. TB

File No. of 193 . Mysore Traffic Board.

Serial No.

The building known as 'Lockesley Hall' was executed in Nov. 1935 by the Railway Department Bar, a Stamp paper) I think therefore that in this case also, the document may be executed on a Stamp paper. As the performance of the agreement is to take place in Mysore and as the agreement has to be enforced in Mysore, the document should be executed on a Mysore Stamp paper

BKR
24.8.37

Secretary
Traffic Board
W.C.

172 The accts. Mysore Rly will be informed accordingly. S.Y.
Actioned:
Secretary) Yes. 173 hw 11/9/8
27/8/

174 11/9/8

175 Draft forwd.
860
Sodvin(3)

176 Acknowledge 11/9/8

Issued No. T. 867/RT. of 31.8.37, to the Agent, Mysore Rly., stating that the documents may be executed on a Mys. Stamp paper

GENERAL SECRETARIAT
25 AUG. 1937
1233

TYPING SECTION
31 AUG. 1937

Secy.
16.9.

H. RANGACHAR, M.A.,
District Traffic Superintendent,
Mysore Railways,
(On Special Duty),
Camp - Maharaja's High School,
Mysore.

8th October 1935.

D.O. No. C25, Legis.

Dear Mr. Lincoln-Gordon,

Re: Conveyance of Mails by motor buses.

You may perhaps know that a new motor law, called the Road Traffic and Taxes Regulation has been passed in Mysore and that it is to come to force from the 1st January next. This Regulation changes in many respects the existing system of licensing and control of motor bus services in the State. I am on Special Duty in connection with the drafting of the rules and making the necessary preliminary arrangements to bring the Regulation to force.

The system to come to force under the new Regulation will to some extent, affect the arrangements now existing for the licensing of buses carrying Mails. I should very much like to meet you and explain to you the details of the new system and understand your point of view as to how these arrangements can be fitted into the new system. This will be an informal meeting to enable each one of us to understand the point of view of the other.

I shall be glad if you will please let me know when and where I can meet you. I am in Mysore for the next 2 or 3 days.

Yours sincerely,

To

J. Lincoln-Gordon, Esq.,
Superintendent of Post Offices,
Church Road, Mysore.

CSG.2.

Corr.-22.
Old L.-1A

In reply please quote .....

INDIAN POSTS AND TELEGRAPHS DEPARTMENT.

FROM [redacted]T. OF POST OFFICES, MYSORE DN.

To H Ranganathan Sepn. HA
Asst. Traffic Supt.

No. S.L. 8. Dated at Mysore the 10.10.35.

SUBJECT.

Dear Mr Ranganathan.

I have to send a copy of the new Regulations. However I can always be in office between 7.30 & 8.30 A.M. and between 11 & 12.30. noon and I shall be delighted to meet you before you leave. My office is in my bungalow on Church Road.

Yours sincerely
[illegible]

Karim Bux Bros., Printers, Calcutta—621 (D-28)—3-9-34—30,000 Bks.

Draft.

D.O. No. C-26/Regn

Camp - Mysore,
12th October '35

Dear Mr. Lincoln-Gordon,

With reference to the conversation we had yesterday, regarding the conveyance of Mails by motor buses under the new -- system of Regulation and control that is to come to force in Mysore from 1st January 1936, I write to inform you that the Government of Mysore are agreeable to the suggested Conference between the Postal Authorities and the -- officers of the State concerned in regard to this matter. I shall therefore be obliged if you will be so good as to take this -- matter up and arrange for the Conference as early as practicable.

On hearing from you that this has been done, a formal letter for the Conference will be sent through the Residency ~~inviting you for~~ the ~~Conference~~. The Conference may be held in Bangalore ~~as early as possible~~. Please address ~~for~~ further letters to me at the General & Revenue Secretariat, Bangalore as I ~~hope to leave~~ shall be leaving Mysore ~~in a couple of days~~. next Tuesday

Yours sincerely,

To

J. Lincoln-Gordon, Esq.,
Superintendent of Post Offices,
Church Road, Mysore.

CSG:

D.O. No. C.26/Legis

Dear Mr. Lincoln-Gordon,

With reference to the conversation we had yesterday, regarding the conveyance of Mails by motor buses under the new system of regulation and control that is to come to force in Mysore from 1st January 1936, I write to inform you that the Government of Mysore are agreeable to the suggested Conference between the Postal Authorities and the Officers of the State concerned in regard to this matter. I shall therefore be obliged if you will be so good as to take this matter up and arrange for the Conference as early as practicable.

On hearing from you that this has been done, a formal letter for the Conference will be sent through the Residency. The Conference may be

P.T.O.

held in Bangalore.

Please address further letters to me at the General and Revenue Secretariat, Bangalore, as I shall be leaving Mysore next Tuesday.

Yours sincerely,

To

J. Lincoln-Gordon, Esq.,
Superintendent of Post Offices,
Church Road, Mysore.

CSG:2.

H. R. GACHAR, M.A.,
District Traffic Superintendent,
Mysore Railways, (on Special Duty).

23rd Octr. 1935.

D.O. No. P2774/1 copy of R.T.&T.R.

Dear Mr. Lincoln-Gordon,

With reference to your D.O. letter No. G.L.L.-8, dated 21st October 1935, I herein enclose a copy of the Road Traffic and Taxes Regulation 1935, as desired therein. The Rules under this Regulation are under completion and will issue in due course.

Yours sincerely,

K

To

J. Lincoln-Gordon, Esq.,
Superintendent of Post Offices,
Church Road, Mysore.

CSG:

Dear mr Lincoln-Gordon,

With refer to your D.O. Letter no. G.L.8 dy 21.10.35 I herein enclose a copy of the Road Traffic & Taxes Regulation 1935 as desired therein. The ~~to be issued~~ Rules under this Regln are under completion & will issue in due course.

Yours &c
HR

To
Lieut-Gordon Esqr
Supt of post offices
Church Road

66(4) 735 Pol 628

All Communications should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.

No.F.1249-35
R.O.II.

2254

FROM

Major C.G.M. Edwards, I.A.,
SECRETARY TO THE HON'BLE THE RESIDENT IN MYSORE

To

The Secretary to the Government of
His Highness the Maharaja of Mysore,
Development Department.

Dated, Bangalore, the 9th Nov. 1935.

Subject.

Effect of the recommendations of the Mysore Motor Transport Committee on Postal Mail contracts in the Mysore State.

SIR,

I am directed to forward a copy of letter from the Postmaster General, Madras, No.Est.1-12/Mail Contract-I, dated the 24th October 1935, and to request that if there is no objection, the information asked for therein may kindly be furnished to this Residency for communication to the Postmaster General.

I have the honour to be,

Sir,

Your most obedient servant,

for SECRETARY TO THE RESIDENT.

KRJ.

Letter from the Postmaster General, Madras Circle, Madras, No.Est.A-12/Mail Contract-I, dated the 24th October 1935.

I have the honour to state that I understand from a communication received from the Superintendent of post offices, Mysore Division that the decision of the Government of Mysore on the recommendations of the Mysore Motor Transport Committee is likely to be passed into law with effect from the 1st January, 1936. As I am not aware of the recommendations of the Committee and since it is necessary for me to know how, if at all, they affect the several mail motor services in the state, I shall be obliged if the details of the recommendations of the Transport Committee and the orders of the Mysore Government thereon could be communicated to me at as early a date as possible so as to enable me to examine them and obtain the orders of the Government of India, if necessary in the matter.

2. I hope that it will be possible for the Government of Mysore to avoid interference with the numerous motor mail contracts in the Mysore State, the currency of which extends beyond the 1st January 1936.

3. It may further be stated that it is the policy of the department to enter into contracts for conveyance of mails by open competition, and I shall be glad to know what steps have been taken, or are proposed to be taken, by the Government of Mysore to ensure that the interests of this department are not jeopardised by the introduction of the controlled monopoly system.

----: O :----

"C O P Y"

SUPERINTENDENT, RESIDENT'S OFFICE.

KRS.

Special Office

DRAFT.

Enclosure one copy of Draft Rules.

Col 639
9.12.35

Bangalore,
26th Novr. 1935.

To

The Secretary to the
Hon'ble the Resident in Mysore,
BANGALORE.

Sir,

Re: The Road Traffic and Taxes Regulation - ~~effect of all~~ Postal Mail contracts.

---

1) With reference to your letter No. F. 1249-35/R.O.II dated 9th Nov. 1935 forwarding a copy of letter No. Esc. A.12/Race dated the 24th Oct. 1935, from the Post-Master General, Madras Circle, Madras, enquiring how the present system of Postal Mail contracts in the State will be affected by the arrangements made on the recommendations of the Mysore Motor Transport Committee, I am directed to forward herewith a copy of the draft rules regarding the system of regulation and control of public service motor vehicles that is to come into force in Mysore from the 1st of January 1936. It will be seen that under the new system the regulation and control of public service motor vehicles is entrusted to an independent Board called "The Traffic Board" consisting of official and non-official members, the latter being partly elected. This statutory body has to fix the number of services for such routes

enclosure-1

each route, taking into account the volume of traffic offering on that route and the facilities required therefor and paying special regard to the traffic needs in that area and to the co-ordination of all forms of transport including transport by Rail. On routes directly competing with Railways, the Railway Department may be given the exclusive option of providing the motor bus services. Provision is also made in the rules for the grant of monopoly to other persons on roads specially selected for the purpose by the Board. On roads other than those specified above, the number of services is strictly limited to the needs of the traffic and to the requirements of co-ordination. Rigorous qualifications have been prescribed for permit holders for these licenses. The new system is thus one of monopoly in certain select areas and of strictly limited and controlled competition in others.

9. Under the existing system it has been possible to allow the contractors selected by the Post & Department for the conveyance of Mails to run a motor bus to the timings required by the Department. ~~This will not be possible~~ It would be difficult to follow this practice under the new system as additional services cannot be allowed to work either on routes on which a monopoly may be given or on those on

which the number is ~~strictly limited~~ fixed with reference to the requirements of traffic. As however Government are anxious that every possible facility should be given to the Postal Department for the conveyance of their Mails at as cheap a rate as possible, I am to suggest the following arrangements for the future:--

(i) On roads on which a monopoly is given, the Postal Department may arrange for the conveyance of Mails on the monopolist's buses.

~~(ii)~~ If the monopolist is the Railway Department, there should be no difficulty ~~whatever~~ in arranging the terms as the Railways are already carrying mails for the Postal Department. In other cases it should be possible to make arrangements for the fixing of the rates ~~in these cases~~ on the basis of weight or of bags. The existing terms of the contracts on such roads will give a basis for the fixing of such rates.

(ii~~i~~) On other roads, the Postal Department will choose the contractor from among persons allowed to operate bus services on that road. The contractor so chosen will be permitted to run the bus carrying Mails to the timings suitable to the Department. In this arrangement, there will be scope for competitive tender or quotation of rates. It should be

possible in these cases to get quite fair rates considering those that have been in force hitherto.

3 I am to request you to communicate the above proposals to the Post-Master General. I to add that the Government will be prepared to consider any other proposals which the Mysore Department may make consistent with the new system of regulation and control of bus services but believe that what is suggested above will be found quite suitable.

if any such modification is considered at all necessary

4 I am ~~however~~ also to add that though the new rules will come into force from the 1st ~~of~~ January 1936, the system itself will not be in full working order before May next. It is therefore proposed to continue the existing licenses up to the end of June 1936, on all roads except the Shimoga-Sagar road, on which a monopoly for bus services has been sanctioned to the Railway Department to come into force from 1st January 1936. Except in the case of this road, the existing Postal Mail contracts will not be affected till the end of June next. It will be enough if the new arrangements agreed on ~~will have to~~ come into operation by the - - - - beginning of May next.

5 I am to request you to be so good as to communicate this to the Post-Master General and ~~request him for~~ obtain an early reply

in the matter.

I Have &c.,

27/11

General Secretary to Govt.

27/11

GOVERNMENT OF HIS HIGHNESS THE RAJA OF MYSORE.

GENERAL AND REVENUE SECRETARIAT.

No. Pol 139 Endl

Dated Bangalore 7th Decr. 5.

Lgis 53-35-7

From

M. Venkatesa Iyengar, Esq., M.A.,
Secretary to the Government of H.H. The Maharaja of Mysore
General Department.

To

The Secretary to the Hon'ble the Resident in Mysore,
Bangalore.

Sir,

Re: The Road Traffic and Taxes Regulation - ~~effect of all~~ Postal Mail contracts.

With reference to your letter No. F.1249-35/R.O.II, dated 9th November 1935 forwarding a copy of letter No. Est.A-12/ Mail Contract-I, dated the 24th October 1935, from the Post-Master General, Madras Circle, Madras, enquiring how the present system of Postal Mail contracts in the State will be affected by the arrangements made on the recommendations of the Mysore Motor Transport Committee, I am directed to forward herewith a copy of the draft rules regarding the system of regulation and control of public service motor vehicles that is to come into force in Mysore from the 1st of January 1936. It will be seen that under the new system the regulation and control of public service motor vehicles is -- entrusted to an independent Board called "The Traffic Board" consisting of official and non-official members, the latter being partly elected. This statutory body has to fix the number of services for each route, taking into account the volume of traffic offering on that route and the facilities required therefor and paying special regard to the traffic needs in that area and to the co-ordination of all forms of transport including transport by Rail. On routes directly competing with Railways, the Railway Department may be given the exclusive option of providing the motor bus

P.T.O.

services. Provision is also made in the rules for the grant of monopoly to other persons on roads specially selected for the purpose by the Board. On roads other than those specified above, the number of services is strictly limited to the needs of the traffic and to the requirements of co-ordination. Rigorous qualifications have been prescribed for permit holders for these licenses. The new system is thus one of monopoly in certain select areas and of strictly limited and controlled competition in others.

2. Under the existing system it has been possible to allow the contractors selected by the Postal Department for the conveyance of Mails to run a motor bus to the timings required by the Department. It would be difficult to follow this practice under the new system as additional services cannot be allowed to work either on routes on which a monopoly may be given or on those on which the number is fixed with reference to the requirements of traffic. As however Government are anxious that every possible facility should be given to the Postal Department for the conveyance of their Mails at as cheap a rate as possible, I am to suggest the following arrangements for the future:-

(i) On roads on which a monopoly is given, the Postal Department may arrange for the conveyance of Mails on the monopolist's buses.

If the monopolist is the Railway Department, there should be no difficulty in arranging the terms as the Railways are already carrying Mails for the Postal Department. In other cases it should be possible to make arrangements for the fixing of the rates on the basis of weight or of bags. The existing terms of the contracts on such roads will give a basis for the fixing of such rates.

(ii) On other roads, the Postal Department will choose the contractor from among persons allowed to operate bus services on that road. The contractor so chosen will be permitted to run

Pol. 1108

All communications should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.

No. F.1249-35.
R.O.II.

5156 of 35
P

Legis 5-3-35

FROM

Major C. G. N. Edwards, I.A.,

SECRETARY TO THE HON'BLE THE RESIDENT IN MYSORE.

To

The Secretary to the Government of
His Highness the Maharaja of Mysore,
General Department.

Dated Bangalore, 17 February *1936*.

Subject.

EFFECT OF THE RECOMMENDATIONS OF THE MYSORE MOTOR TRANSPORT COMMITTEE ON POSTAL MAIL CONTRACTS IN THE MYSORE STATE.

SIR,

Spl officer WC) 18R 18/2

With reference to your letter No.Pol.639, dated the 9th December 1935, I am directed to forward a copy of letter with enclosures from the Postmaster General, Madras, No.Est.A-12/Mail contract, dated the 5th February 1936, and to request that if there is no objection, the views of the Government of Mysore on the questions raised may kindly be furnished to this Residency for communication to the Postmaster General, Madras.

I have the honour to be,
Sir,
Your most obedient servant,

for SECRETARY TO THE RESIDENT.

AR

Letter from the Postmaster-General, Madras Circle, No. Est.A-12/Mail Contract, dated the 5th February 1936.

---:oOo:---

Subject:- Effect of the recommendations of the Mysore Motor Transport Committee on Postal mail contracts in the Mysore State.

With reference to your letter No.F.1249/35/R.O.II, dated the 17th December, 1935, I have the honour to state that I am thankful to the Durbar for their eagerness to give every possible facility to this Department for the conveyance of mails in the State. Some aspects of the question as discussed in the annexed Memorandum require careful examination before the matter is finally referred to the Director-General. I shall be obliged if you will kindly ascertain and communicate the views of the Mysore Durbar in the matter at your earliest convenience.

---:oOo:---

"C O P Y"

SUPERINTENDENT, RESIDENT'S OFFICE.

AR

Memorandum.

Charges or subsidy. From the letter of the Durbar it is indicated that the Durbar propose the fixation of the rates of charges on the following principle:-

On roads on which more than one bus owner will be permitted to run services there will not be any appreciable difficulty in securing favourable terms as regards the subsidy, as the Department will still have the benefit of competitive tendering although ~~xixmxsx~~ amongst a selected few. As for the roads on which the State gives -- monopoly to a private individual, or holds the monopoly itself, the Department will be deprived of the advantages of competitive tendering and will as a consequence be required to agree to a scheduled rate which will either be based on the weight of bags, more or less at the rates obtaining for weighment system on railways, or on the existing terms of the contracts whichever is more favourable to the Department. In the event of such a principle being agreed upon by the Director-General of Posts and Telegraphs, it will be necessary for the Durbar to bind down private individuals who are granted the monopoly (1) not to refuse to convey mails (2) to convey mails at scheduled rates of charges and (3) to execute necessary agreements and furnish securities as required. Further, ~~ig~~ it is desirable that the Durbar should consider the solvency and efficiency of the private bus owners when they select them for the monopoly of service, with reference to the conveyance of mails. It is hoped that the Durbar will have no objection to make these arrangements.

Timings. In respect of lines on which more than one bus owner are allowed to run services, the Durbar have agreed to allow the timing convenient to the Department to the contractor selected by it. It is presumed that the same

notices to all the existing contractors. It is presumed that the absence of such notices will not involve the -- Department in any legal obligations.

Usually a period is fixed for every contract, varying from three to five years. With the introduction of the monopolised service it may not be possible to fix any such period, and whenever there is any change in the incumbency of the monopolist, the mail contract will have automatically to be transferred to the new monopolist. It may kindly be intimated if such a thing can be arranged without any legal responsibilities devolving on the Department.

AGREEMENT

TO BE EXECUTED BY THE CONTRACTORS FOR CONVEYANCE OF MAILS BY MOTOR VEHICLES IN RURAL AREAS.

THIS AGREEMENT is made the day of

BETWEEN

hereinafter called the contractor carrying on business at under the name and style of

of the one part and THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called the said Secretary of State) of the other part WHEREAS the said contractor

has offered to contract with the Secretary of State for the provision of a motor vehicle service for the transit conveyance and delivery of all postal articles and mail bags as defined in the Indian Post Office Act 1898 as amended from time to time between and and *vice versa* from the day of to the day of and the Secretary of State has accepted such offer upon the terms and conditions hereinafter appearing AND WHEREAS it was also one of such terms that the contractor should as security for the due fulfilment of the said contract either deposit in the Post Office Savings Bank with the Head of the Postal Circle the sum of Rupees or deposit with the promissory notes of the Government of India of the nominal value of Rs. and he has accordingly prior to the signing hereof deposited with the

Head of the said Postal Circle
said Promissory Notes of the Government of India for that sum.

It is hereby mutually agreed and declared between and by the parties hereto as follows :—

1. The contractor shall during the continuance of this contract that is to say from the day of until the day of or until the said contract shall be determined by such notice as is hereinafter mentioned or otherwise in due course of law (hereinafter referred to as the said contract period) duly and safely convey in locked receptacles of suitable size and make between **Contract to car**

and the various post offices, Railway Stations and places mentioned in the schedule hereunto annexed in either direction by means of motor vehicles of good and reliable manufacture all postal articles and mail bags as defined in the Indian Post Office Act 1898 which by the Government of India or the Director-General of Posts and Telegraphs or the Postmaster-General or the Superintendent of post offices division or the postmaster of any of the places mentioned in the schedule for the time being or any other person or persons in that behalf duly authorised shall be required to be carried and conveyed between the said places

(all hereinafter called the said postal articles and mail bags).

2. The contractor shall during the said contract period carry the said postal articles and mail bags irrespective of weight and bulk the contractor providing in all cases such additional motor vehicles as may be deemed necessary by the Postmaster-General or the Superintendent of post offices division or the postmaster of any of the places mentioned in the schedule for the purpose of carrying the said postal articles and mail bags between and as hereinbefore provided **Contract to provide cars.**

3. The said postal articles and mail bags shall be forwarded times each day from to **Timings.**

and *vice versâ* and further the said postal articles and mail bags shall respectively be delivered and taken up by the contractor at such post offices or places on the road at such time or times as shall from time to time be prescribed by any of the persons hereinbefore in the first clause hereof mentioned acting on behalf of the said Government and that the mail conveyances shall stop as long as may be reasonably necessary at each of such places and that the journey

between

and *vice versâ* shall between the day of

and the day of

in each year both inclusive be performed in

hours and between the day of

and the day of

both inclusive shall in like manner be

performed in hours. Until further orders the prescribed stopping places shall be those specified in the First Schedule hereto.

Permission to carry passengers.

4. The contractor may carry between

and by

provided there is accommodation available and provided that the mail service is not prejudiced in any way and in particular by interference with the speed of the or with the mails in any way passengers and their luggage and any other things subject always to the Police Regulations in force for the time being in respect of the number of passengers and the total load to be carried by the motor vehicle concerned and provided that the contractor shall be solely responsible for obtaining any necessary permits licenses etc. from the local authorities.

Contract to provide cars, spare parts and gear.

5. The contractor shall for the purpose of the performance of his duties or engagements under this contract at his own expense maintain keep and provide and maintain in good order and repair not less than

motor vehicles at and

and not less than motor vehicles at each intermediate station hereinafter mentioned besides so many or so much spare motor vehicles gear and all other things as may be necessary or proper for the due performance of this contract at each station whether terminal or intermediate. All such motor vehicles gear and other things shall be subject to the approval as to class or quality soundness condition and fitness for the performance of the said duties or engagements of some person to be deputed for the purpose by the Postmaster-General and if at any time the same or any of them shall be certified by him to be unfit they or it shall forthwith be replaced by the contractor the certificate of such person as to the matters to be referred to him under this clause to be final. All vehicles used for the conveyance of mails should be fully repainted towards the end of March or October of each year (according as the service is in the hills or in the plains

Painting of cars.

respectively—a service from the plains to the hills being treated as a service in the hills) and be kept otherwise in a presentable condition as required by the Postmaster-General.

Taxes and Repair.

6. The contractor shall bear and pay all municipal and other taxes payable in respect of the motor vehicles provided by him for the purposes of this agreement as well as all road ferry and other tolls levied by a local authority or an Indian State and shall at his own expense maintain all such motor vehicles and the machinery and all parts thereof clean and in good and proper repair order and condition and fit for use and supply all petrol lubricants carriage lights and other things necessary for the proper running thereof and for the due performance of the purposes of this agreement.

Failure to maintain efficient service.

7. In the event of non-completion of any journey or of delay in completion thereof in accordance with the time table hereinbefore provided and in the event of failure to deliver or take up any postal article or mail bag at any of the places or offices prescribed pursuant to the provisions of clause 3 the contractor shall be liable to the undermentioned penalties.

Penalty for	Amount.
Failing to complete any journey ... . Rs.	
Delay in completing any journey, of not more than one hour ... Rs.	
Delay in completing any journey, of more than one hour and not more than two hours ... ... Rs.	
Delay in completing any journey, of more than two and not more than three hours ... ... Rs.	
Delay in completing any journey, of more than three hours ... Rs.	
Failure to deliver or take up any postal article or mail bag at any station ... ... Rs.	
Delay in delivery or taking up any postal article or mail bag at any station	
First day ... ... Rs.	
Second day ... ... Rs.	
For each subsequent day ... ... Rs.	
Failure to stop when required at any intermediate station ... Rs.	

Provided always that the contractor shall not be liable to any penalty under this clause for any such default delay or failure as hereinbefore described if and so far as the same shall have been caused by or be due to closing of the road by the District Board, Public Works Department or the Police to motor

vehicles carrying mails violence of an army or mob or other irresistible force or robbery or dacoity but the fact that part of the road may become impassable for vehicular traffic shall not relieve the contractor of his liabilities under the contract and in such case notwithstanding anything hereinbefore contained he shall without extra cost to Government arrange to convey the postal articles and mail bags by coolie or other means where the road is impassable for vehicular traffic and thence in the manner hereinbefore provided.

Liability of the contractor.

8. The contractor shall be absolutely liable and responsible for the due and safe custody and delivery in good order and condition of all letters papers despatches packets parcels documents writings articles and things forming the said postal articles and mail bags or any part thereof or of which the same or any part thereof may consist entrusted or delivered to him for carriage conveyance and delivery under or in pursuance of this contract and for all losses thereof or damages or injuries thereto respectively from the time when such letters papers despatches packets parcels documents writings articles and things respectively shall be delivered to him for carriage and conveyance until the time when the same respectively shall be delivered by him to the proper officer of the post office or other authorised person on the termination of their carriage and conveyance from whatsoever cause such losses damages or injuries shall arise and whether or not the same shall arise from the acts or defaults criminal or otherwise of his servants or agents and shall be liable to pay to the Secretary of State the value of all or any of such letters papers despatches packets parcels documents writings articles and things which may be lost and the amount of damage or injury to all or any thereof which may be damaged or injured between the times aforesaid and the amount of all other losses damages costs charges or expenses whatsoever if any arising from the failure so to deliver the said postal articles and mail bags or any part or portion thereof in such good order and condition and at such times as aforesaid and the certificate of the Postmaster-General of every amount payable by the contractor under this clause shall be conclusive as to the amount thereof and binding on the contractor provided always that the responsibility and liability of the contractor under this clause shall not extend to any loss damage or injury caused by or resulting from the act of God violence of an army or a mob or other irresistible force or by or from robbery or dacoity by any person or persons not in the employ or under the control of the contractor.

9. The contractor shall comply with the instructions of the Postmaster-General, or the Superintendent of post offices Division or the Postmasters of the various post offices mentioned in the schedule hereunto as to the mode in which the said postal articles and mail bags shall be stored packed and unloaded or removed in on or from the motor vehicles of the contractor which works shall be done by officials of the post office. Loading and unloading.

10. Non-gazetted Postal and Telegraph officers travelling on duty to any station between and shall be entitled to travel with their personal luggage on the said motor vehicles free of all charge. A Postal or Telegraph officer shall have precedence over ordinary passengers provided that 12 hours previously to the starting of the motor vehicles notice shall have been given by him to the said contractor or his authorised agent of his intention to travel and of the limits of his intended journey. Official passenger.

11. The said Postmaster-General or any person whom he may depute for this purpose shall have the right in his absolute discretion to reject temporarily or permanently and require the said contractor not to use accordingly any motor vehicle gear or other things provided or kept for the purposes of this contract which he may consider unfit or unsafe to be employed for the purpose of carrying the said postal articles and mail bags or any such postal officers as aforesaid notwithstanding that the same may have previously been approved of under clause 5 hereof and any such rejection by him shall be final whether any certificate of unsoundness be given under clause 5 or not and should the contractor use any motor vehicle or gear rejected under this clause after notice of such re jection shall have been given to him he shall be liable to forfeit to the Secretary of State for each such motor vehicle or gear so employed and each occasion of such employment the sum of Rs. 50 and such penalties shall be in addition and without prejudice to any right of damages which may exist under these presents in respect of or arising out of any such employment. The Postmaster-General may also require the contractor to dismiss any driver or conductor whose conduct character or want of ability appears to the Postmaster-General such as to render the said postal articles and mail bags passengers or postal officers liable to loss injury or damage or to cause a breach of the duties or engagements of the contractor under this agreement and if the said contractor shall employ any driver or conductor whom be shall Rejection of motor, spare parts and drivers.

have been required so to dismiss he shall be liable for each and every such driver or conductor so employed and each occasion of such employment to forfeit the like sum of Rs. 50.

Indemnity against damage.

12. The contractor shall indemnify the Secretary of State against all damages costs charges and expenses which the Secretary of State may be held liable for or incur or pay on account of the negligence of the contractor or his servants or any of them whether in respect of injury to the person or damage to the property of any member of the public or otherwise and against all claims and demands in respect thereof.

Contract not to be assigned without permission.

13. This contract shall not nor shall any part of or interest in it be transferred by the contractor to any other person or persons nor attempted so to be done without the previous consent in writing of the Director-General of Posts and Telegraphs or Postmaster-General to every such transfer being first had and obtained but the contractor's heirs or representatives shall with the consent in writing of the Director-General of Posts and Telegraphs or the Postmaster-General have the right to continue to perform the duties or engagements of the contractor under the contract in case of his death.

14. The contractor hereby covenants and declares that no one connected with or in the employment of Posts and Telegraphs Department now has nor shall any such person ever be admitted to a partnership or other or to any interest in this contract.

Consideration.

15. The Secretary of State shall during the subsistence of this agreement pay to the contractor the monthly sum of Rs. only (such payments to be made on the day of each succeeding month) as his remuneration for the services to be rendered by him hereunder PROVIDED ALWAYS that if the average price of petrol in during any calendar month in which this contract is in force be more or less than Rs. as. a gallon (as to which the decision of shall be final) the said sum of Rs. as. shall be increased or decreased (as the case may be and only for any month during which the price of petrol varies as aforesaid) by Rs. as. for every annas by which such average price differs from the basic price of Rs. as. a gallon. Differences of less than as. will be ignored for purposes of this clause. Accounts to be submitted on the day of each month by the contractor to the Postmaster of

For the purposes of this clause the average price of petrol during any calendar month during which that price fluctuates shall be determined by multiplying each price obtaining during the month by the number of days of that month during which such price was in force and dividing the sum of

such products by the number of days in the calendar month in question.

16. The said [sum of / pro-notes for] Rs. deposited as aforesaid [and any securities received in exchange for and any sums received in respect of such pro-notes] shall be retained by the Secretary of State as security for the due and faithful performance by the contractor of all and singular the several covenants herein contained on his part to be observed with full power to the said Director-General or Postmaster-General of for and on behalf of the Secretary of State in case the contractor shall fail to perform fulfil keep and observe all or any of the said covenants conditions or agreements on his part hereinbefore contained to [sell and dispose of the said pro-notes or any securities received in exchange therefor or any part thereof and] appropriate the [said sum thereof or any sum received / proceeds] in respect of the said pro-notes or any part of sucn sums respectively with all or any part of the interest which shall have accrued [thereon / on the said pro-notes or securities received in exchange therefor] in or towards satisfaction of the amount of all or any damages penalties and other sums which the said contractor may have become liable to pay hereunder but nevertheless the interest of the said [sum of money / pro-notes or securities received in exchange therefor] may in the meantime be paid over to the contractor as the same shall be realised by the said Head of the Postal Circle if he shall think fit. **Termination contract.**

17. This contract may be absolutely determined and put an end to by either of the contracting parties giv ing four calendar months' notice in writing to the other of his intention so to determine and put an end to the same.

18. If the contractor shall fail duly to perform and observe any of the stipulations or agreements and conditions hereinbefore contained and on his part to be performed and observed it shall be lawful for the Secretary of State or any person authorised by him in that behalf either in addition to or in lieu of any other remedies hereinbefore provided without notice to the said contractor absolutely to rescind and determine this agreement forthwith and to forfeit the whole or any part of the said deposit without rescinding the agreement but any such rescission and forfeiture or forfeiture without rescission shall be without prejudice to all other remedies of the Secretary of State in respect of any and every such breach or non-performance by the contractor and particularly to his

right to recover from the contractor the full amount of the damages penalties and other sums to which the contractor shall thereby have become liable notwithstanding that the same may be in excess of the sum forfeited (if any) and with or without making allowance for such last mentioned sum in or towards satisfaction of such damages penalties or other sums. If any dispute shall arise as to whether or not there has been any such failure by the contractor as in this clause mentioned the determination of the contract shall not thereby be affected or revoked but any claim by either party in respect of such failure or determination shall be referred to arbitration as hereinafter provided.

Service of notice.

19. Any notice required to be given under these presents on the part of the Secretary of State shall be sufficiently given if signed by the said Director-General of Posts and Telegraphs or Postmaster-General of
or the Superintendent of post offices Division or the person discharging the duties of the said officers respectively and delivered to the contractor or sent by registered post to his usual or last known place of abode or business and any notice required to be given hereunder on the part of the contractor shall be sufficiently given if left at the office of the Director-General of Posts and Telegraphs or of the Postmaster-General of or of the Superintendent of post offices Division.

Arbitration.

20. If any claim doubt question dispute or difference shall arise upon or as to the true construction of any article or expression used in this agreement or upon or as to any act or thing done or omitted or purporting to be done thereunder or any damage sustained by reason of any such act or thing or omission or any liability of the contractor in respect thereof the same shall be referred to the Director-General of Posts and Telegraphs for the time being whose opinion and decision upon such dispute or difference shall be final and conclusive thereon and binding on the said parties thereto.

IN WITNESS whereof the said parties to these presents have hereunto set their respective hands the day and year first above written.

SIGNED by the above-named in the presence of

SIGNED by the Postmaster-General of

for and on behalf of His Excellency the Governor-General of India acting in the premises for and on behalf of the Secretary of State for India in Council in the presence o

[1139-Es. A./32. & 1195-Es. A./32]

Karim Bux Bros., Printers, Calcutta—233 (A-593)—30-8-35—1,000 Bks.

MRM T 885—1000—11-7-24

5512 of 35
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MYSORE RAILWAYS

No. TP.7/31. (Enc. 4.)

Encs.

OFFICE OF THE TRAFFIC MANAGER,

Dated Mysore, March 2nd, 1936.

From

THE TRAFFIC MANAGER,

MYSORE RAILWAYS,

MYSORE.

To

The General Secretary to the
Government of H.H.the Maharaja of Mysore,
Bangalore.

GENERAL SECRETARIAT
4 MAR. 1936

Special Officer

Dear Sir,

I beg to state that the Railway bus service between Anandapuram & Sagar was opened with effect from 1st January last and arrangements were made with the Postmaster General, Madras, to convey their mails by our trains upto Anandapuram and by our bus service onwards to Sagar.

I understand from the Postmaster General, Madras, that the question of charges for the conveyance of mails by the bus service has been referred to the Mysore Durbar through the Hon'ble the Resident in Mysore and I enclose copies of correspondence which transpired between this office and the Postmaster General, Madras, in this connection.

I request that necessary orders may be passed as early as possible.

Yours faithfully,

For Traffic Manager

Subd for perusal
The main file is subd
to the Asst Secy Law.

7/3/36

File since received
and the same is put up.

11/3/36

Letter No.Est.B/Van.55 dated 18th Feb.1936 from the Postmaster General, Madras,to the Traffic Manager,Mysore Railways,Mysore.

Subject.Conveyance of mails between Shimoga & Sagar.

With reference to your letter No.TP.7/31 dated the 7th Feb.1936,I have the honour to inform you that the question of charges for conveyance of mails by the monopolised bus services in the Mysore State has,among other aspects of the subject,been referred to the Mysore Durbar through the Hon'ble the Resident in Mysore.On receipt of a reply and after a final decision is arrived at in the matter by the Director-General of Posts and Telegraphs,the charges at the rate which may be fixed will be paid as from the date that the mails are being conveyed in your buses.

C o p y

Letter No.TP.7/31 dated 6th January 1936 fr[illegible] the Traffic Manager, Mysore Railways, Mysore, to the Postmaster General, Madras.

Re. Conveyance of Mail bags.

As desired in your telegram Est.B/V.55 of 30th December 1935 and in continuation of this office telegram No.TP.7/8 of 31st Decr.1935, I beg to inform you that arrangements have been made for provision of quarter van accommodation by Nos.17 & 18 trains between Anandapuram & Birur and also to carry the mail bags by the Railway bus service between Anandapuram & Sagar from the 1st instant.

I understand that you were paying a sum of Rs.195/- per mensem for conveyance of mails between Shimoga and Sorab. I presume you will pay this Department a share thereof on mileage basis for carriage of mails between Anandapuram and Sagar.

The favour of an early reply is requested.

Copy

Telegram dated 30th Dec.1935 from the Postmaster General, Madras, to the Traffic Manager Mysore.

EST.B/V.55 Van XX Yr.1/7/31 December 24th. Arrange provide unfitted quarter van accommodation between Birur & Anantapuram by 17 & 18 trains from first January 1936 instead Birur and Shimoga. Acknowledge. Mails will be delivered Ry. bus at Anantapuram for onward transmission Sagar. Instruct Bus Conductor.

C o p y

Letter No.TP.7/31 dated 30th November 1935 from the Traffic Manager, Mysore Railways, Mysore, to the Postmaster General, Madras

---

Re. Conveyance of Mails between Shimoga & Sagar.

With reference to correspondence ending with your letter No.MB/IR 164 of 26th Instant, I beg to inform you that the bus service between Shimoga and Sagar will definitely start from 1st January 1936. Two services each way between Anandapuram and Sagar will be run from that date in continuation of the existing train service and in addition, one bus will run through between Shimoga Town and Sagar. I give below the timings for these services:-

READ UP								READ DOWN.					
H.	M.	H.	M.	H.	M.			H.	M	H	M	H	M.
		16	45			A.	Shimoga Tn.	D.		11	30		
		14	45			D.		A.		13	30		
17	10	14	30	7	00	A.	Anandapuram	D. 9	45	13	45	19	5
16	10	13	30	6	00	D.	S a g a r	A.10	45	14	45	20	5

As already stated in this office letter TP.7/31 of 13th Septr.1935, the Government have granted the monopoly of plying buses on the above road to the Railway Department from 1st January 1936.

I shall be much obliged if you will kindly let me hear in the matter as early as convenient.

Copy

All communications should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation And not by name.

6757 p 235 Pol. 1266

No. F.338-36
R.O. II

FROM

Major C. G. N. Edwards, I.A.,

SECRETARY TO THE HON'BLE THE RESIDENT IN MYSORE.

To

The Secretary to the Government of
His Highness the Maharaja of Mysore,
General Department.

Dated Bangalore, 16th March *1936.*

S.O.

Effect of recommendations of the Mysore Motor Transport Committee on Postal Mail contracts in the Mysore State.

SIR,

I am directed to refer to the correspondence ending with endorsement from this Residency No.F.338-36/R.O.II, dated the 4th March 1936, and to forward a copy of letter from the Post Master General, Madras, No.Est.A-12/Mail contract, dated the 27th February 1936.

2. I am to request that if the Government of Mysore have no objection to the proposal to hold a conference for the discussion of the subject noted above, the date and place convenient to the Government of Mysore for the conference and the names of the officers of the Government of Mysore with whom the Postmaster General could discuss the question may kindly be intimated to this Residency as early as convenient for communication to the Postmaster General, Madras.

I have the honour to be,

Sir,

Your most obedient servant,

for SECRETARY TO THE RESIDENT.

BJ

Letter from the Postmaster-General, Madras No.Est.A-12/Mail contract, dated the 27th February 1936.

---:O:---

Effect of recommendations of the Mysore Motor Transport Committee on mail contracts in the Mysore State.

With further reference to your letter No. F.1249-35/R.C.II, dated the 17th December 1935, and in continuation of my letter No.Est.A.12/Mail contract, dated the 5th February 1936, I have the honour to state that the Director-General of Posts and Telegraphs, whom I apprised of the position, considers that a personal discussion of the whole matter with the relevant authorities of the Government of Mysore would be the best line of action and will lead to a speedy settlement. I shall, therefore, be obliged if you will very kindly arrange for a conference and let me know at your earliest convenience the date on which, the place at which, and the officers of the Government with whom I can discuss the matter. It will be convenient for me if the date is fixed some time after the 16th of March 1936.

---:O:---

"C O P Y"

T. N. Thangavelu Mudaliar

SUPERINTENDENT, RESIDENT'S OFFICE.

BJ

DRAFT.

Bangalore,

No.

14th March 1936.

To

The Agent,
Mysore Railways,
MYSORE.

Sir,

RE: CONVEYANCE OF MAILS BY MOTOR BUSES.

I am directed to state that the question of the arrangements for the conveyance of Postal Mails by buses under the new ~~system of permits~~ Public service motor vehicles rules introduced from 1st January 1936 has been under correspondence with the Postal Department. In this office letter No. Pol.639 dated 7th/9th December 1935 the Postal Department were informed that on roads on which the Railway Department is given a monopoly of bus services, Postal Mails should be carried on the~~ir~~ buses and that there should be no difficult in arranging terms as the Railways are already carrying Mails for the Postal -- Department. ~~The extract of~~ An H.S.C. of the letter is ~~also~~ enclosed herein. In reply to this, the Postmaster-General has raised certain questions ~~under~~ as per copy of the letter extract of the ~~portion~~ re enclosed herein, regarding the ~~the carriage of Mails on roads on which th Railway Department holds a monopoly is also enclosed herewith.~~

2. I am to request ~~you to advise the rates for the carriage of Mails charged~~ that your views with regard to the rates that should be charged for the carriage of postal mails on Railway buses, ~~as~~ may kindly be communicated for consideration of Govt. before which may

Apld. Issue. [Extract to be forwarded as enclosed herein]

points raised by the P.M.G. and with the rate that

also be kindly favoured with

As to the rate ~~by~~ the Mysore Railways ~~on their lines~~ are charged

at present for the carriage of Mails

what ~~it~~ would be if the same were

charged for the conveyance of Mails

and how ~~it~~ compares on ~~the Shimoga-~~

Sagar road with what was being paid

as a subsidy to the private contractor

by the Postal Department, The Govern-

ment will be glad to have your views

in the matter of what would be a fair

charge for the carriage of Mails on

the railway buses. As the ~~question~~

~~of~~ the arrangements has to be decided

have to be early, the favour of a very early ~~in~~

~~this matter~~ is requested.

I have etc.,

GENERAL SECRETARY TO GOVT.

what the charges would be if the same rates were charged for the conveyance of Mails between Shimoga and Sagar and how this charge would compare with what was being paid as a subsidy to the private contractor by the Postal Department prior to 1st January. As the arrangements for Postal Mails have to be fixed early, the favour of a very early reply is requested.

I have the honour to be,

Sir,

Your most obedient servant,

CSG:

For General Secretary to Government.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

VERY URGENT.

General and Revenue Secretariat

Dated, Bangalore, 19th March, 1936.

No. Pol. 971

From

M. VENKATESA IYENGAR, Esq., M.A.,
General Secretary to the Government of His Highness the Maharaja of Mysore.

To

The Secretary to the Hon'ble the Resident in Mysore,

Bangalore.

Sir,

Subject:- The Mysore Road Traffic and Taxes Regulation -- Postal Mail Contracts -- arrangements for-

---

With reference to your letter No. F.338-36/R.O.II, dated 16th March 1936 forwarding a copy of letter No. Est.A-12/Mail Contract, dated 27th February 1936 from the Postmaster-General, Madras, regarding a Conference to discuss the above subject, I am directed to state that the First Member of Council will be glad to meet the Postmaster-General, Madras, on the 25th or 26th instant (preferably the latter date) at 3-30 P.M. in his Chambers in the Public Offices, if the dates are convenient to the -- Postmaster-General. I am to request you to be good enough to ascertain which of these dates will suit the Postmaster-General and intimate me as early as possible.

I have the honour to be,

Sir,

Your most obedient servant,

19/3

CSG: GENERAL SECRETARY TO GOVERNMENT.

IMMEDIATE

All communications should be addressed to the Secretary to the Resident in Mysore, ngalore, by designation nd not by name.

5863 P 35 Pol 12

No. F.338-36
R.O. II

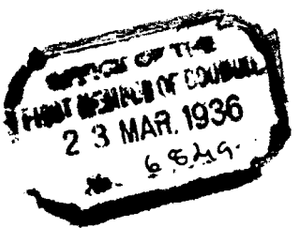
FROM

Major C. G. N. Edwards, I.A.,
SECRETARY TO THE HON'BLE THE RESIDENT IN MYSORE.

To

The Secretary to the Government of
His Highness the Maharaja of Mysore,
General Department.

Dated Bangalore, 23rd March *193* 6



Arrangements for Postal Mail Contracts under the Mysore Road Traffic and Taxes Regulation.

SIR,

I am directed to refer to your letter No.Pol.971/P dated the 19th March 1936, and to say that the Postmaster General, Madras, has informed this Residency that he would meet the First Member of Council on the 26th March 1936.

I have the honour to be,
Sir,
Your most obedient servant,

For perusal
First Member
23/3

for SECRETARY TO THE RESIDENT.

N O T E.

Re: Arrangements for the conveyance of Mails under the Mysore Road Traffic and Taxes Regulation.

I. EXISTING ARRANGEMENT:-

One permit on every route to be reserved to Postal Department and the contracter selected by that Department to be given a permit for a bus service to the timings required by them.

This arrangement was subject to revision on the introduction of the new Regulation.

II. DEFECTS OF THE ARRANGEMENT:-

(i) This gave the Postal Department the right to introduce on every route a contractor they chose, to whom a permit for plying a bus for hire had to be given. This is inconsistent with the new system.

(ii) On roads on which monopoly is granted, other buses cannot run. This system cannot be worked in such areas.

III. PROPOSALS OF GOVERNMENT MADE LAST NOVEMBER:-

(i) Postal Department to choose contractors on any route from amongst permit holders on that route.

Timings suited to Postal Department will be given to such contractors.

(ii) On routes on which monopoly is given, Postal Department to have their Mails conveyed by the buses of the monopolist.

(iii) With regard to rates on such routes, there should be no difficulty in arriving at some arrangement as Railways are carrying Mails already for Postal Department.

(iv) In other cases of monopolies, some -- arrangements such as basing rates either on the weight or the number of bags or on the basis of Subsidy given on those roads previously, may be made in each case.

IV. POSTMASTER-GENERAL'S MEMORANDUM ON THE ABOVE:-

(1) On point 1, (of II) no specific observation is made and it looks from the Memorandum as though this is accepted.

(2) In regard to routes on which monopoly is given, the Postmaster-General suggests the following:-

(a) The Government should bind the monopolist to certain conditions such as carrying Mails at scheduled rates, not refuse to carry mails, execute agreements etc.

This is necessary. This may be agreed to.

(b) Monopolists to be required to run a bus service to suit postal timings.

This may be agreed to.

(c) Private monopolists to execute agreement and furnish security.

May be agreed to.

(d) They request that deviation from this arrangement that is required in the case of Railway Department may be communicated.

There can be no question of giving any security in this case. Possibly a formal agreement specifying terms and rates may perhaps be necessary.

(e) The Postmaster-General states that it may not be possible to give contractors the stipulation

period of notice of 4 months "when, the system of monopolised bus services is introduced on all routes by the State" and want to have the legal implications examined.

The Postmaster-General seems to be under the impression that a monopoly of bus services on all roads is imminent. This of course, is not the case. Monopoly to private individuals is a rather remote future contingency. As for Railways, monopoly is in force in Shimoga Sagar route and is not likely to be extended in any event prior to the close of 1936-37.

Whenever monopoly is to be introduced, it should be possible to inform the Postal Department in time to enable them to give the stipulated notice.

P Jagadisa

For 1936-37, the likelihood is that most of the existing permit holders will be continued and that postal contracts will not be affected, in most cases.

The questions of detail connected with private monopoly may well wait till the contingency arises.

The only question that is awaiting consideration is the rate to be charged by Railway buses for carriage of Mails on the Shimoga-Sagar road. On this road, mails are now carried by trains up to Anandapuram and by buses between Sagar and Anandapuram. The Railway department has asked Postal Department to pay them for the distance between Anandapuram and Sagar the proportionate subsidy, on mileage basis they were paying the contractors. This seems very reasonable.

J

E

A D O (Civil) submitted memo to give details re. the existing rates for conveyance of mails on Railways and the proposed rates for carriage of mails on buses. Doiswille by Asst. The Manager's Agent was away

First Reader)

I have called for details of weight carried for the first few days but I do not think it will come to anywhere near 4 Mds. I think it is somewhere about 2 mds.only. But considering that unlike the letter mail carried by Railway under the weighment system valuables are carried by bus and extra risk is incurred and that separate space and boxes have to be earmarked for the mails,the Railway rates for weighment system appear to be too low for road transport. We are now arranging to cut out 3 seats from our bus on the Anandapuram-Sagar section to arrange for a proper mail box. So if the weighment system is to be applied to buses,we have to ask for a rate of atleast 3 pies per maund per mile.

As regards agreement and security,I think where monopoly is given to a private individual he should execute an agreement and give a reasonable security as the Postal Department have to safeguard themselves in case of loss. In the cases where the State Railway Department has the monopoly, a formal agreement may be necessary but there does not appear to be any necessity for the deposit of a security.

I have tried to give all the information at my disposal. Kindly ring me up on the phone if you want any further particulars that I can give.

Yours sincerely,

H.Rangachar,Esq.,M.A.,
Secretary,
Motor Bus Committee.

6281/P

VRM 317-500-25-1-36

MYSORE RAILWAYS

All communications should be addressed to the Agent, Mysore Railways, Mysore by TITLE, not by NAME

AGENT'S OFFICE.

Mysore, 9th. April, 1936.

No. 7806 /Fl. 145/3 H.

Encls. ~~One~~ Two.

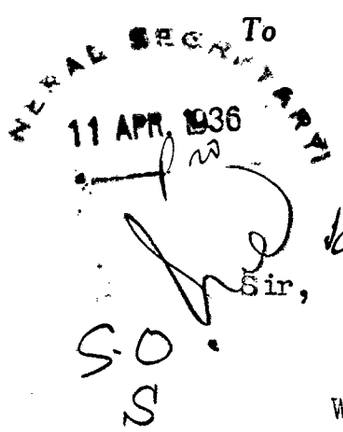
From

H. D. SINCLAIR, Esq.,

Agent, Mysore Railways,

MYSORE.

To



The Secretary
to the Government of His Highness the Maharaja of Mysore, General Department, Bangalore.

Sir,

Conveyance of mails by motor buses.

With reference to your letter No.P.62187 dated 14/16th. March 1936, I have the honour to enclose a statement showing the scale of payment made by the Postal Department for Mail Van accommodation provided on Metre Gauge Railways. The minimum accommodation so far provided on this Railway is 1/4 Van and the scale is not likely to be exceeded on any route on which buses are now carrying the Mails. The payment to the Railway is 2 annas per Mile per full van or 6 pies per mile for a quarter Van. Mails are also carried sometimes in charge of guards of trains or what is called the weighment system and the payment made is 1½ pies per maund per mile. The bags are weighed on only one or two specified days in the year and this is taken as average weight for the whole year. It is understood that only letters are sent on the weighment system and that all things of value such as parcels, insured covers, etc., are only sent in charge of Mail Clerks in mail vans.

2. Upto 1st January 1936 the Postal Department had a contract with a private bus owner to carry all mails between [illegible]

Sorab, a distance of 65 miles for Rs.195/- a month or Rs.3/-per mile. From 1st January 1936 at the request of the Postal authorities, the 1/4 van that used to run between Birur and Shimoga only is extended up to Anandapuram and at Anandapuram the mail bags are transferred to the Railway bus and vice versa. We have included the charges up to Anandapuram in our general haulage bill. The increase in mail van haulage charges to the Postal Department on this account is Rs.68-4-0 per month up to Anandapuram and we asked the Postal Department to pay us Rs.45/- per month at Rs 3/- per mile on the distance of 15 miles from Anandapuram to Sagar. The sum of the two would be Rs.113-4-0 per month which still leaves them roughly Rs.82/- a month to pay for the Sagar Sorab section of 20 miles. The Postal Department has replied that the matter is under correspondence with this Government vide copies of correspondence forwarded to you by the Traffic Manager, Mysore Railways, with his letter No.T.P.7/31 of 2nd.March 1936. The mail bags sent by bus between Anandapuram and Sagar were weighed for the first few days and the average was 4 bags weighing 1 Maund 10 seers from Anandapuram to Sagar and 3 bags weighing 30 seers from Sagar to Anandapuram. The payment for these at the weighment rate would only be 3 pies per mile for the double journey of 15 miles or roughly 4 annas a day instead of Re.1/- per day which we would get if we hauled a mail van.

3. The rates for carriage by weighment system by train of only letter mails are not suitable for carriage of all mails including valuable parcels, etc. If a rate is to be fixed for the carriage of mails on road services, it seems desirable that the charge should not fall below 6 pies per mile run for a maximum of 2 maunds of mails. The proposal of the Postmaster-General that the rate should be fixed - either on the weighment system or on existing terms <u>whichever is more favourable to the Department can</u>, as under no --

circumstances,be agreed to. The Postal Department have for several years been taking advantage of the fact that the mail contractor got a license for a bus service irrespective of the number of services already running on a road,to cut down the amount paid by them for the carriage of mails. They have been practically selling the right to run a bus service to their own advantage. When they started the carriage of mails between Mysore and Ootacamund a few years ago,it is understood they were paying the contractor Rs.600/-a month for the regular mails with extra payment for foreign mails,etc. Then they cut it down to Rs.375/- a month and for the last 3 years,they have paid only Rs.99/- a month. When fresh tenders were called for recently, they had an offer as low as Re.1/- a month; but,even this has not been accepted and they have asked contractors ~~what they~~ would pay for the privilege of carrying the mails. I enclose a copy of a notice issued by the Superintendent,Post Offices in Mysore. If,later on,the Government wants to give the monopoly on such a road to the Railway Department or to others the carrier,instead of getting something for carrying the mails, will have to pay something to the Postal Department. It seems me that it is time that Government step in to see that the Postal Department pay a reasonable amount for the carriage of mails instead of exploiting the present state of unhealthy competition to their own ends.

4.So far as an agreement and a security by the Mail Contractor,the proposals of the Postmaster-General appear reasonable. Where a monopoly is held by the State Railway Department however,all that is required appears to be a formal agreement without any deposit of a security.

I have the honour to be,
sir,
Your most obedient servant.

Agent.

Baqui/

N O T I C E.

Subject:- Carriage of Mails between Mysore R.S., Mysore P.O. and Ootacamund P.O.

****

Tenders received in response to this office notice No.G.22 dated the 26th November 1935 may be considered as cancelled. It is now proposed to levy a fee for the privilege of carrying the mails between Mysore R.S.& Ootacamund which will include all the usual privileges accorded to Contractors of mail services. Offers are now invited from intending contractors which should be addressed to the undersigned by name and must be submitted by 11 A.M. on the 10th April 1936.

The undersigned does not bind himself to accept the highest or any offer for this mail line.

No.G.22)
Dated Mysore 30th March 1936.) Superintendent.

*****

Scale of accommodation for Mails on Metre Gauge.

* * * * * *

Upto 4'-7".	1/5 Van.
4'-8" to 6'-8".	1/4 "
6'-9" to 7'-1".	1/3 "
7'-2" to 8'-6".	2/5 "
8'-7" to 11'-0".	1/2 "
11'-1" to 13'-6".	2/3 "
13'-7" to 14'-8".	3/4 "
14'-9" to 16'-2".	5/6 "
16'-3" to 19'-2".	1 "

Any accommodation over 19'-2" in length will be charged for at the proportion shown above as applicable to the actual length in question.

* * * * *

Baqui/9.-IV.-1936.

9-4-36

DRAFT.

No. Pol. 1096 & 1097

Bangalore,
14th April 1936.

To

The Secretary to the Hon'ble
the Resident in Mysore,
BANGALORE.

Sir,

Subject:- Arrangements for the conveyance of Postal Mails.

I am directed to state that it has been brought to the notice of Government that the Superintendent of Post Offices, Mysore, has, in his notice No. G.22 dated 30th March 1936, (a copy enclosed for kind reference) intimated that, instead of ~~the~~ paying a Subsidy ~~which the Postal Department was paying~~ hitherto to the Mail Contractor on the Mysore - Ootacamund Road for the carriage of mails, it is now proposed to levy a fee for the "privilege of carrying mails", and that he has called for offers from intending contractors.

2. I am in this connection to invite favour of reference to my letter No. ~~dated~~ Pol 639 dt 9.12.35, on the subject of Postal mail contracts and to state that the Traffic Board recently constituted has just taken in hand the question of fixing the number of motor bus services for which permits are to be given on each route with effect from 1st July 1936. According to the proposals made in that letter, the contractors for the carriage of mails will have to be selected from among those to whom permits are granted for operating motor bus ser[illegible]

on the route. If, the contractor who is now selected by the Postal Department does not happen to be one of those for whom a permit is given on this route, that service will have to be discontinue with effect from 1st July. It is therefore suggested that it would be better for the Postal Department to defer the question of the selection of a contractor on this route as well as on other routes on which contracts fall due for renewal till the permit holders for motor bus services are selected by the Traffic Board.

3. Secondly, it is seen from the Notice of the Postal Superintendent referred to above that a fee is proposed to be levied by the Postal Deptt for the privilege of carrying mails and that this privilege, it is said "will include all the privileges accorded to contractors of mail services." The most important privilege is presumably the permit to be granted to the contractor for the running of a bus service to the timings suited to the Postal Department. The fee that is proposed to be levied is thus largely the price which the contractor is prepared to pay for securing a permit for the bus service on the route. This is thus a fee for the franchise of the road service which, it need hardly be added, is not due to the Postal Department

4. ~~Apart from this,~~ the carriage of mails is a service rendered to the Postal Department and Government do not think that it could be the intention of the ~~Postal~~ Department not to pay reasonable charges for the services thus rendered, or that they desire to utilise the facilities granted under our system of motor regulation and control to recover a fee for themselves, even though there may be contractors who, for the privilege of securing a permit, may be prepared to ~~pay some fees to the Postal Department~~. ~~Besides~~, A grave defect in ~~of the~~ public service motor transport ~~is, that the~~ operators of these services indulge in cut throat competition and carry traffic at uneconomic rates. One of the objects of the new system of control is to remedy this and with this end in view the Regulation empowers the Traffic Board to fix rates and fares which the Bus owners have to charge. The Postal Department have also to pay reasonable charges for the transport of ~~mails~~ mail rabbits.

which was particularly stressed by the Members of the Motor Transport Committee was that the

I am to request you to bring these facts to the notice of the Postal Department, ~~and to request them to cancel the notice now issued inviting offers for payment of fees to Postal Department for the carriage of mails and to arrange for a reasonable charge to be paid for the carriage of mails~~ with a view to Postal Mail being of contractors ~~may be~~ deferred till the permit holders for all routes have been finally ~~settled~~ effected.

The favour of an early reply is requested.

I have the honour to be,

Sir,

Your most obedient servant,

GENERAL SECRETARY TO GOVERNMENT

N O T I C E.

Subject:- Carriage of Mails between Mysore R.S., Mysore P.O. & Ootacamund P.O.

Tenders received in reference to this office Notice No.G.22 dated 26-11-35 may be considered as cancelled. It is now proposed to levy a fee for the privilege of carrying the mails between Mysore R.S. and Ootacamund P.O. which will include all the privileges accorded to contractors of mail services. Offers are now invited from intending contractors which should be addressed to the undersigned by name and must be submitted by 11 A.M. on the 10th April 1936. The undersigned does not bind himself to accept the highest or any offer for this mail line.

No. G.22, dated Mysore
the 30th March 1936.

SUPERINTENDENT.

Post Offices
Mysore.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated, Bangalore, 17th April, 1936.

No. Pol. 1096 E/36

From

H. VENKATESA IYENGAR, ESQ., M.A.,
Secretary to the Government of His Highness the Maharaja of Mysore.

To

The Secretary to the Hon'ble the Resident in Mysore,
BANGALORE

Sir,

Subject:- Arrangements for the conveyance of Postal Mails.

I am directed to state that it has been brought to the notice of Government that the Superintendent of Post Offices, Mysore, has, in his Notice No. G.22, dated 30th March 1936, (a copy enclosed for kind reference) intimated that, instead of paying a Subsidy as hitherto to the Mail Contractor on the Mysore - Ootacamund Road for the carriage of mails, it is now proposed to levy a fee for the "privilege of carrying mails", and that he has called for offers from intending contractors.

2. I am in this connection to invite favour of reference to my letter No. Pol. 639, dated 9-12-1935, on the subject of Postal mail contracts and to state that the Traffic Board recently constituted has just taken in hand the question of fixing the number of motor bus services for which permits are to be given on each route with effect from 1st July 1936. -- According to the proposals made in that letter, the contractors for the carriage of mails will have to be selected from among those

those to whom permits are granted for operating motor bus services on the route. If the contractor who is now selected by the Postal Department does not happen to be one of those for whom a permit is given on this route, that service will have to be discontinued with effect from 1st July. It is therefore suggested that it would be better for the Postal Department to defer the question of the selection of a contractor on this route as well as on other routes on which contracts fall due for renewal till the permit holders for motor bus services are selected by the Traffic Board.

3. Secondly, it is seen from the Notice of the Postal Superintendent referred to above that a fee is proposed to be levied by the Postal Department for the privilege of carrying mails and that this privilege, it is said "will include all the privileges accorded to contractors of mail services." The most important privilege is presumably the permit to be granted to the contractor for the running of a bus service to the timings suited to the Postal Department. The fee that is proposed to be levied is thus largely the price which the contractor is prepared to pay for securing a permit for the bus service on the route. This is thus a fee for the franchise of the road service which, it need hardly be added, is not due to the Postal Department.

4. A grave defect in public service motor transport which was particularly stressed by the Mysore Motor Transport Committee is that the operators of these services indulge in cut throat competition and carry traffic at uneconomic rates. One of the objects of the new system of control is to remedy this and with this end in view the Regulation empowers the Traffic Board to fix rates and fares which the Bus owners have to charge. The Postal Department have also to pay reasonable charges for the transport of their traffic.

I am

I am to request you to bring these facts to the notice of the Postal Department with a view to the -- selection of Postal Mail contractors being deferred till the permit holders for all routes have been finally selected.

I have the honour to be,

Sir,

Your most obedient servant,

17/4

CSG: GENERAL SECRETARY TO GOVERNMENT.

Notice No. G.22, dated 30th March 1936 from The Superintendent of Post Offices, Mysore.

Subject:- Carriage of Mails between Mysore R.S., Mysore, P.O., & Ootacamund P.O.

Tenders received in reference to this Office Notice No. G.22, dated 26-11-35 may be considered as cancelled. It is now proposed to levy a fee for the privilege of carrying the mails between Mysore R.S., and Ootacamund P.O., which will include all the privileges accorded to contractors of mail services. Offers are now invited from intending contractors which should be addressed to the undersigned by name and must be submitted by 11 A.M. on the 10th April 1936. The undersigned does not bind himself to accept the highest or any offer for this mail line.

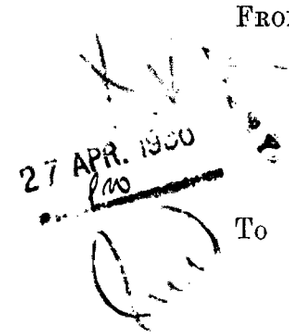
"COPY"

All communications should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.

6639 7338 Pol. 149

No. F.338-36
R.O. I.

FROM



Major C.G.N.Edwards, I.A.,
SECRETARY TO THE HON'BLE THE RESIDENT IN MYSORE.

To

The General Secretary to the Government of

His Highness the Maharaja of Mysore.

Dated Bangalore, 27th April 1936.

SO Pol 27/4

Arrangements for Postal Mail Contracts under the Mysore Road Traffic and Taxes Regulation.

.....

SIR,

With reference to my letter No.F.338-36/R.O.II., dated the 23rd March 1936, I am directed to forward a copy of letter, with enclosure, from the Postmaster General, Madras, No.Est.A/12/Mail Contract, dated the 7th April 1936, and to request that if there is no objection, this Residency may kindly be informed of the views of the Government of Mysore on the notes furnished by the Postmaster General.

I have the honour to be,
Sir,
Your most obedient servant,

for SECRETARY TO THE RESIDENT.

KS.

Letter from the Postmaster-General, Madras, No.Est.A/12/Mail Contract, dated the 7th April 1936.

.....

Effect of the recommendations of the Mysore Motor Transport Committee on mail contracts in the Mysore State.

- - -

With reference to your telegram No.F.338-36/R.O.II., dated the 20th March 1936, and in continuation of my telegram No.Est.A/12/Mail Contract, dated the 21st March 1936, I have the honour to state that I discussed the various points connected with mail contracts in the Mysore State, arising out of the new procedure to be adopted by the Mysore Government for regulating motor bus services within the State, with the First Member in Council of the Government of Mysore on the 26th March 1936.

2. I beg to forward herewith a note on the result of the discussion, and to request that you will kindly communicate it to the Government of His Highness the Maharaja of Mysore for their confirmation of the arrangements proposed therein, and intimate the result to me in due course.

" COPY "

T. N. Thanjavelu Mudaliar.

SUPERINTENDENT, RESIDENT'S OFFICE.

KS.

A note on the discussion which took place between the First Member of Council, Mysore and the Postmaster-General Madras, on the 26th March 1936 at Bangalore, regarding the effect, on Mail Motor Services in the Mysore State, of the introduction of the new procedure adopted by the Government of Mysore for regulating Motor Bus Services within the State.

MODES OF CONVEYANCE OF MAILS AND CHARGES PAYABLE BY THE POST AND TELEGRAPH DEPARTMENT.-

According to the proposed arrangement, on certain roads the Mysore Railway will be given monopoly to run their bus services and on those roads no private bus owners will be allowed to ply their vehicles. On these roads there is no other alternative for the Post and Telegraph Department than to entrust the conveyance of mails to the Mysore Railway Bus Service. The charges for the conveyance of mails by the monopolised bus service of the Mysore Railway will be fixed on the analogy of the rates that the Post and Telegraph Department is at present paying to the private bus owners for motor mail services in the vicinity of these roads but not on the basis of the weight of mails or the number of bags carried.

On certain other roads, the Government of Mysore will allow a number of selected bus owners to run their buses. These bus owners will have to obtain permits from the Government before they can start plying the services on the roads.

PERIOD OF MAIL CONTRACTS.-

The permits will be usually granted for a period of one year but there would be no objection to grant an enhanced currency to these permits in some cases for special reasons and allow the bus owners to ply their services for

a longer period than one year.

It is not contemplated to grant monopoly rights to private bus owners in the immediate future. In the event of monopoly rights being given to a private bus owner on any particular road, the Government of Mysore will take steps to ensure that the monopolist does not refuse to carry mails, and that he charges only a reasonable rate of subsidy to the Post and Telegraph Department for the conveyance of mails. With a view to ensuring the fulfilment of this condition by the monopolist, the Government of Mysore are prepared to have a preliminary discussion with the officers of the Post and Telegraph Department to settle the rate to be fixed for the conveyance of mails and to make it obligatory on the part of the monopolist to carry the mails at a rate to be fixed by the Government of Mysore in consultation with the officers of the Post and Telegraph Department, when granting the monopolist, permit to run the services.

The number of services now running on the roads will not be very materially reduced and if the existing bus owners and particularly those who have already entered into agreement with the Post and Telegraph Department, satisfy the conditions and State regulations, they will not ordinarily be ousted from the roads on which they are running their services at present. Such being the case the Post and Telegraph Department may continue to utilise the services of their existing contractors and may enter into fresh agreements by selecting contractors from amongst those permitted to run services on particular roads. The apprehension that severe restriction of the number of bus services on particular roads will deprive the department of the advantage of securing favourable terms disappears in consequence.

TIMINGS OF MOTOR MAIL BUS SERVICES.-

The Government of Mysore will be prepared to allow the bus owners who would carry mails, any timings which are considered suitable by the Post and Telegraph Department for

thei

their mail service.

DETERMINATION OF CONTRACTS.-

As a result of the introduction of the controlled motor bus services by the Mysore Government some of the existing mail contracts may have to be determined long before the expiry of the period of the contracts; and in almost all cases it will not be possible for the Post and Telegraph Department to issue the notices contemplated in the terms of the existing contracts. The legal aspects of this point were discussed and it was agreed that the Post and Telegraph Department would not be liable for any damages etc., for not giving notice of termination of agreement to contractors. The contractors would not be able to run their bus services if they are unable to procure permits from the Government, and therefore, they themselves would be anxious to terminate their contracts with the Department.

AGREEMENT TO BE EXECUTED BY CONTRACTS FOR THE EFFICIENT RUNNING OF THE MOTOR SERVICES.-

Agreements in the prescribed form of the Post and Telegraph Department should be continued to be executed by private/bus owners and the usual amount of security will be paid by them. As regards the Railway bus service, the Government of Mysore will have no objection to a formal agreement being entered into, but as the service will be run by the State, the penalty clause should be omitted, and also the question of the payment of an amount on account of security will not be raised by the Post and Telegraph Department.

" COPY "

T. N. Thangavelu
Mudaliar.

SUPERINTENDENT, RESIDENT'S OFFICE.

KS.

2078/35 Pol. 15

All communications should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.

No. F.333-36
R.O. I.

254
T.B.

FROM

THE SECRETARY TO THE HON'BLE THE RESIDENT IN MYSORE.

To

The General Secretary to the Government of
His Highness the Maharaja of Mysore.

OFFICE OF THE RESIDENT IN MYSORE
20 MAY 1936
6563

16 MAY 1936

Dated Bangalore, 15th May 1936.

Arrangements for Postal Mail Contracts under the Mysore Road Traffic and Taxes Regulation.

.....

SIR,

With reference to your letter No.Pol.1000/P., dated the 17th April 1936, and in continuation of my letter No.F.333-36/R.O.I., dated the 27th April 1936, I am directed to forward a copy of letter from the Postmaster General, Madras, No.Let.A.12/M.Cont. dated the 1st May 1936, with the request that if there is no objection, the views of the Government of Mysore may kindly be communicated to this Residency.

Submitted for perusal in the first instance. Will be worked up and submitted later

Chief Clerk 18/5

18/5

I have the honour to be,
Sir,
Your most obedient servant,

for SECRETARY TO THE RESIDENT.

KS.

Letter from the Postmaster General, Madras, No.Est.A.12/M.Cont., dated the 1st May 1936.

.....

Effect of the recommendations of the Mysore motor transport Committee on Postal mail contracts in the Mysore State.

With reference to your letter No.F.338-36/R.O.I., dated the 25th April 1936, forwarding for action a copy of letter No.Pol.1036/P, dated the 17th April 1936, from the Government of His Highness the Maharaja of Mysore, I have the honour to state that due to keen competition among bus owners for mail contracts, offers are generally forthcoming in many parts of India for the conveyance of mails on a ridiculously low subsidy The tenderers sometimes offer their service free of charge or even on payment of a certain amount to the Department. Being a commercial Department, it has been held by the Director-General of Posts and Telegraphs that there is no objection to the Department deriving the benefits so offered. A system of inviting tenders to secure the privilege of carrying mails on payment of a definite fee to this Department has therefore been duly authorized by him. Beyond requiring the tenderers to offer a fixed amount to this Department instead of asking for one, at their free option, the new system has not brought about any radical change in the existing xxxx terms and conditions of mail contracts. Under the existing principle of entering into contracts for the conveyance of mails, this Department never undertakes to secure the necessary licenses and permits for its contractors. That is the concern of the contractors themselves and in fact only those persons who have got permits or can secure them by their own independent endeavours, are selected as Government mail contractors. Such being the case, the presumption of the Government of Mysore that the privileges offered to the contractors by the Postal Department include the grant of a permit to run the service to suitable timings, is not correct.

2. The various points dealt with in letter No.Pol.638, dated the 9th December, 1935, of the Government of Mysore, to which a reference has been drawn in the letter under reply were discussed in detail by me with the First Member of Council of the Government of Mysore on the 26th March 1936, and a note on the result of this discussion has been forwarded

yo

you with my letter of even No. dated the 7th April 1936, for confirmation of the arrangements proposed therein, by the Government of Mysore. I am awaiting a reply to this reference. It may be seen from the note referred to above, that the Department is continuing to utilise the services of its existing contractors and has been entering into fresh agreements, wherever necessary, with the approval of the Government of Mysore and in case the existing contractors of this Department fail procure permits from the Government, there will be no objection to bring the agreements with them to an end, since they themselves will not be in a position to run their services. The Department may thereafter, if need be, enter into fresh agreements by selecting contractors from among those approved by the Mysore Government and in co-operation with that Government under the arrangement agreed upon in my discussion with the First Member of Council. I may assure you that the new system does not in any way contradict the arrangements agreed upon in my discussion with the First Member and I still adhere to them. This Department is and will always be prepared to pay all reasonable charges for the transport of its mails; but if the prevalence of special circumstances in any locality induces the tenders to offer the payment of a fee to the Department for securing the contract for conveying mails I do not think that the Government of Mysore will have any objection to this Department accepting such voluntary and legitimate offers of payment from the contractors which helps to increase the income of the Department. The possession of the mail contract besides increasing the prestige of the contractor affords a general guarantee to the public of a regular and timely service by the buses run by him to convey the mails. It is quite clear that the offer of payment is actuated solely by this cause. As the grant of permits and licenses to owners of buses to run their services is entirely under the control of the Mysore Government, and as only one of those owners who have secured permits to run their services on any particular road will be given the mail contract, the Government of Mysore need have no anxiety that the offer of a fee by the successful mail contractor to this Department will in any way interfere with the control of the State over the bus services operating within the limits of the Mysore State. If the control of the Mysore is such that it m[illegible] it[illegible]

it impossible for any of the bus owners to offer a fee to this Department for the conveyance of mails, this Department will have nothing to complain. On the contrary, this Department will readily pay any subsidy which is considered reasonable and which is agreed upon after taking into consideration the competitive tenders of the various bus owners.

3. I shall be obliged if you will very kindly place these facts before the Government of Mysore, and help to elucidate the various points referred to above from the point of view of this Department.

" COPY "

SUPERINTENDENT, RESIDENT'S OFFICE.

KS.

7235
p 838

All communications should be addressed to the Secretary to t' Resident in Mysore, Bang ore, by designation and not by name.

No F.338-36
R.O. II.

512.
T.B.

FROM

THE SECRETARY TO THE HON'BLE THE RESIDENT IN MYSORE.

To

The General Secretary to the Government of
His Highness the Maharaja of Mysore.

19/6

Dated Bangalore, 19th June 1936.

Ger Jm.

Effect of the recommendations of the Mysore Motor Transport Committee on mail contracts in the Mysore State.

SIR,

I am directed to refer to my letter No.F.338-36 dated the 27th April 1936, and to request the favour of an early reply.

I have the honour to be,
Sir,
Your most obedient servant,

for SECRETARY TO THE RESIDENT.

Submd.

The file is submd today to Hon'ble Member through Gl. Secy on 22-6-36

24/6

23/24/6

KS.

TYPING SECTT.
22 JUL 1936
SECTT.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated, Bangalore, 17th July 1936

No. Pol. 107

Please give me this file
Please retype
file sent herewith 17/VII/36
Please type as revised - 23

From

M. Venkatesa Iyengar, Esq., M.A.,
General *Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Secretary to the Hon'ble the Resident in Mysore,
Bangalore.

Subject:- Re- Arrangements for Postal Mail contracts under the Mysore Road Traffic and Taxes - Regulation.

Sir,

With reference to your letter No.F.338-36/R.O.I, dated 15th May 1936 forwarding a copy of letter No. Est.A.12/M.Cont., dated the 1st May 1936 from the Postmaster-General, Madras, I am directed to state that Government note that the Postal Department do not undertake to secure permits for bus services for their contractors and that the Department confine their choice to those who already hold permits on the road. According to the arrangements arrived at with the Postal Department, Government will except in special cases in which this is not possible give timings suited to the Department to the contractors selected. It may thus be to the advantage of the bus owners, in order to get more favourable timings selected for the conveyance of postal mails, to quote lower rates which are un-economical. This is obviated by the assurances of the Postmaster General and his readiness to "pay any subsidy which is considered reasonable and which is agreed upon after taking into consideration the competitive tenders of the various bus owners." In view of this, Government consider that the working of the arrangement now come to may be watched for sometime to see if any action to fix a reasonable subsidy for each case is necessary.

I have the honour to be,
Sir,
Your most obedient servant,

General Secretary to Government.

psk

DRAFT.

No. Pol. 107 Bangalore,

23rd July, 1936.

To

The Secretary to the
Hon'ble the Resident in Mysore,
BANGALORE.

Sir,

Re: Arrangements for Postal Mail contracts under the Mysore Road Traffic and Taxes Regulation.

—

With reference to your letter No. F.338-36/R.C.I, dated 15th May 1936 forwarding a copy of letter No. Est.A.12/M.Cont., dated the 1st May 1936 from the Postmaster General, Madras, I am directed to state that Government note that the Postal Department do not undertake to secure permits for bus services for the contractors and that the Department confine their choice to those who already hold permits on the road. According to the arrangements come to with the Postal Department, Government generally give to the contractors selected timings suited to the Department. It may thus be to the advantage of the bus owners, in order to get more favourable timings selected for the conveyance of postal mails, to quote lower rates which are un-economical. This is obviated by the assurances of the Postmaster General and his readiness to "pay any subsidy which is considered reasonable and which is agreed upon after taking into consideration the competitive tenders of the various bus owners".

except in special cases in which this is not possible

added with the approval of the member

24/7/36

P.T.O.

In view of this, Government consider that the working of the arrangement now come to may be watched for sometime to see if any action to fix a reasonable subsidy for each case is necessary.

I have etc.,

GENERAL SECRETARY TO GOVT.

17/7

DRAFT.

No. Pol. 108 Bangalore,

~~7th~~ 23rd July 1936.

To

The Secretary to the Hon'ble
the Resident in Mysore,
BANGALORE.

Sir,

Re: Arrangements for Postal Mail contracts under the Mysore Road Traffic and Taxes Regulation.

With reference to your letter No. F.338-36/R.C.I, dated 15th May 1936 forwarding a copy of letter No. Est.A.12/M.Cont., dated the 1st May 1936 from the Postmaster General, Madras, enclosing a Note on the discussion which he had with the First Member of Council on the above subject, I am directed to state that the Government confirm the proposals contained in the Note subject to the points specified below:-

(1) In the first para of the note under the heading "Means of conveyance of mails and charges payable by the Posts and Telegraphs Department", it is stated that "the charges for the conveyance of mails by the monopolised bus services of the Mysore Railways will be fixed on the analogy of the rates which the Posts and Telegraphs Department is at present paying to the private bus owners for the motor mail services in the vicinity of these roads but not on the basis of the weight of mails or the number of bags carried." ~~The Government feel that~~ ~~[illegible]~~ With reference to this I am to say [illegible]

that the un-economic rates at which motor buses in some cases have been offering to carry mails for some time cannot form a suitable basis for fixing charges for the carriage of mails by Railway Buses. Government would suggest that the rates to be fixed in such cases may be such reasonable rates, as may be mutually agreed upon in each case.

(2) Under the heading "The period of mail contracts", it is stated that "there would be no objection to grant an enhanced currency to these permits in some cases for special reasons and allow the bus -- owners to ply their services for a longer period than one year". Under the Rules, a permit granted is valid for one year. In view of this, this sentence may be amended as follows:-

"There would be no objection to renew the permits in any case for special -- reasons and allow the bus owners to ply their services for a longer period than one year".

(3) Under the heading "Timings of motor mail bus services", it is stated that "the Government of Mysore will be prepared to allow the bus owners who would carry mails any timings which are considered suitable by the Postal Department for their mail services". While the Government will be glad to meet the wishes

as for instance in the case of all buses which have to fit in with the timings

of the Postal Department as far as possible, occasions may still arise in which it ~~will~~ may not be possible to allow the actual timings required by the Postal Department. It is therefore suggested that the following sentence may be substituted in lieu of the sentence cited above.

"The Government of Mysore will ~~ordinarily~~ be prepared to allow the bus owners who would carry mails the timings considered suitable by the Posts & Telegraphs Department for the carriage of mails. ~~In those~~ save except in special cases in which it is not possible to give the timings required by the Postal Department, in such cases such other suitable timings as may be agreed to by the Department will be given".

I have etc.,

GENERAL SECRETARY TO GOVT.

17/7

All communications should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.

No. F.338-36 encl: 1
R.O. I

FROM

THE SECRETARY TO THE HON'BLE THE RESIDENT IN MYSORE.

To

The General Secretary to the Government of
His Highness the Maharaja of Mysore.

Dated Bangalore, 22nd Sept. *193* 6.

23 SEP. 1936

ARRANGEMENTS FOR POSTAL MAIL CONTRACTS UNDER THE MYSORE ROAD TRAFFIC AND TAXES REGULATION.

SIR,

I am directed to refer to your letters Nos.Pol.107 and 108/T.B., dated the 23rd July 1936, and to forward copies of two letters from the Postmaster General, Madras, No.Est.A/12/M. Contract, dated the 2nd September 1936. I am to request that if there be no objection, the views of the Government of Mysore on the points raised by the Postmaster General may kindly be intimated to this Residency for communication to that officer.

I have the honour to be,
Sir,
Your most obedient servant

for SECRETARY TO THE RESIDENT.

KS.

Letter from the Postmaster General, Madras, No.Est.A/12/M. Contract, dated the 2nd September 1936.

EFFECT OF THE RECOMMENDATIONS OF THE MYSORE TRANSPORT COMMITTEE ON MAIL CONTRACTS IN THE MYSORE STATE.

With reference to your letter No.F.338-36/R.O.II, dated the 8th August 1936, I have the honour to state below my views regarding the amendments proposed by the Government of Mysore to the paragraphs of the note which was forwarded with my letter No Est.A/12/M.C., dated the 7th April 1936.

1. Means of conveyance of mails and charges to be payable by the Posts and Telegraphs Department.

I have referred the amendment suggested by the Mysore Government for the consideration of the Director-General of Posts and Telegraphs, and I shall send a further communication on the subject on hearing from him.

2. Period of mail contracts.-

As I do not find any material difference between the proposals as put by me and as amended by the Mysore Government, I have no objection to the amendment proposed.

3. Timings of motor mail services.-

Regarding the amendment proposed by the Mysore Government to the paragraph of my note under this heading, I regret my inability to concur. The main factor to be considered in this respect is that this Department has the sole and full responsibility for the efficiency of mail arrangements in the State. For the discharge of this responsibility, the department must continue to have the right to despatch mails according to the timings which it considers to be most suitable, but the exercise of this right depends on our contractors being allowed the timings which we prescribe. Otherwise, serious misconnections and delay to mails may result. The Department generally takes into consideration the mails of various directions converging at or radiating from certain centres before

it ..

it fixes a time table for despatch of mails on a particular line. If on one line our arrangement is disturbed it may effect the whole network of mail connections.

It is therefore of the utmost importance that in all cases mail services by subsidized motor buses, the mail contractors of this department should be allotted the timings prescribed for the mail services by this department in the interest of the general public.

I request that you will kindly communicate the above views to the Government of Mysore for a reconsideration and intimate their reply on the subject.

I note with thanks the Government's acceptance of the other proposals set out in the note.

----:o:----

Letter from the Postmaster General, Madras, No.Est.A/12/M. Contract, dated the 2nd September 1936.

EFFECTS OF THE RECOMMENDATIONS OF THE MYSORE TRANSPORT COMMITTEE ON MAIL CONTRACTS IN THE MYSORE STATE.

With reference to your letter No.F.338-36/R.O.II, dated the 8th August 1936 which was in reply to my letter No.Est.A/12/M. Contract dated the 1st May 1936, I have the honour to invite a reference to paragraph 3 of my letter of even number and date regarding the suggestion made in the letter of the Mysore Government that in special cases it is not possible to allot timings fixed by this department to the bus services of mail contractors. I have pointed out therein the vital importance of suitable timings to motor mail services and also how impossible it is to make exceptions in this respect without possible misconnection of mails and loss of efficiency of the service.

If owing to the advantage of the timings of the mail service to any bus owner, he tenders to convey mails on a low subsidy this

can hardly affect the Transport Regulations or revenue of the Mysor State, because the selection of contractors according to the new arrangements, is made from among bus owners who already hold permit to run bus services on the roads concerned. When granting permits to them the State authorities satisfy themselves that they conform to the rules and regulations. This department selects contractors strictly by competitive tendering thereby affording ~~such~~ each permit holders an equal chance to tender. The Department does not expect the selected contractor to be given any permit to run an extra service beyond what the State authorities allow him under the permi granted to him. Only the timing of the service has to be adjusted to suit the despatch of mails. I fail to see how the subsidy demanded under such circumstances from the department can be termed uneconomical.

With regard to my assurance in the matter of payment of reasonable rates of subsidy for conveyance of mails, as quoted in the Mysore Government's letter, I should point out that the assurance was given by me with a qualification that if the prevalence of any special local circumstances induces the tenderers for mail contracts to offer the payment of an amount to this department for the privilege of conveyance of mails, I do not think that the Government can have any objection to this department accepting such legitimate offers which help to increase the revenues of this department. My assurance was subject to this reservation.

I request that you will kindly place these views before the Government of Mysore for consideration in connection with what has been stated in their letter.

"COPY"

SUPERINTENDENT, RESIDENT'S OFFICE.

KS.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Bangalore, Dated, 10th February 7.

No. Fol 911

From

M.Venkatesa Iyengar, Esq., M.A.,
General Secretary to the Government of His Highness the Maharaja of Mysore.

To

The Secretary to the Hon'ble the Resident in Mysore.

Sir,

Re: The Mysore Road Traffic and Taxes Regulation-Postal Mail contracts - arrangements for -

---

With reference to your letter No.F.338-36/R.O.I, dated 22nd September 1936, forwarding a copy of letter No.Est.A./12/M.Contract, dated the 2nd September 1936 from the Postmaster General on the above subject, I am directed to state as follows:-

(1) Means of conveyance of mails and charges to be payable by the Posts and Telegraphs Department.

The further communication promised is awaited.

(2) Period of mail contracts:-

It is noted that the Postmaster-General has accepted the amendment proposed.

(3) Timings of motor bus services carrying mails.

The proposal of the Government in this matter is that they will allow such services "the timings considered suitable by the Posts and Telegraphs Department for the carriage of mails except in special cases in which it is not possible to give the timings required by the Postal Department. In such cases other suitable timings as may be agreed to by the Department will be given". The Postmaster General states that he is unable to agree to this, as failure to grant the timings required on any one road may result in "serious misconnection and delay to mails". This Government fully appreciate the importance of granting the mail buses such timings as are suited to the Postal Department and do not affect

affect the network of mail connections and they believe that the proposals made by them are in consonance with these requirements. The Government have agreed to allow the buses of permit-holders carrying mails the timings suited to the Postal Department except in special cases, when on account of other considerations, it is not possible to give the exact timings asked for by the Postal Department. Even in such exceptional cases, the Department will be consulted and suitable timings agreed to by them will be given. There seems to be therefore no reason for the apprehension of the Postmaster General that the timings in such cases would be such as will cause mis-connection or delays to mails. Such adjustment in timings is being made even now, and this has not in any way adversely affected the carriage of mails. If Postal Department were using vehicles exclusively for the carriage of mails, there would be no difficulty in permitting them to run to any timings they chose; but when public service buses are availed of for this purpose, slight changes in timings may become necessary in a few cases as far example, in the case of Railway or Out-Agency buses to fit in with Railway timings. The proposal of the Government is to make such slight adjustment in timings in consultation with the Postal Department. It is hardly possible for the Government to agree that the timings required by the Postal Department will be given to them irrespective of every other consideration in all cases. I am to express the hope that the above explanation will make the position clear and that in the light of this the Postmaster General will be able to accept the proposals of the Government in the matter.

I have the honor to be,

Sir,

Your most obedient servant,

General Secretary to Government.

c.n.2

2 offs:

DRAFT.

No. Pol. 911 Bangalore, 11-2-37
~~22nd Decr. 1936.~~

d 11-2-37 Legis 53-35-4.

To

The Secretary to the
Hon'ble the Resident in Mysore,
BANGALORE.

Sir,

Re: The Mysore Road Traffic and Taxes Regulation - Postal Mail contracts - arrangements for -

P.U.D

With reference to your letter No. F.338-36/R.O.I, dated 22nd September 1936, forwarding a copy of letter No. Est.A./12/M. Contract, dated the 2nd September 1936 from the Postmaster-General on the above subject, I am directed to state as follows:-

(1) Means of conveyance of mails and charges to be payable by the Posts and Telegraphs Department.

The further communication ~~on the subject~~ promised is awaited.

(2) Period of mail contracts:-

It is noted that the Postmaster-General has ~~kindly~~ accepted the amendment proposed.

(3) Timings of motor bus services carrying mails.

The proposal of the Government in this matter is that they will allow such services "the timings considered suitable by the Posts and Telegraphs Department for the carriage of mails except in special cases in which it is not possible to give the timings required by the Postal Department. In such cases other

suitable

suitable timings as may be agreed to by the Department will be given". The Postmaster-General states that he is unable to agree to this, as failure to grant the timings required on any one road may result in "serious mis-connection and delay to mails." This Government fully appreciate the importance of granting the mail buses such timings as are suited to the Postal Department, and do not affect the network of mail connections and they believe that these proposals made by them are in consonance with these requirements. The Government have agreed to allow generally the buses of permit-holders carrying mails the timings suited to the Postal Department except in special cases, when on account of other considerations, it is not possible to give the exact timings asked for by the Postal Department. Even in such exceptional cases, the Department will be consulted and suitable timings agreed to by them will be given. There seems to be therefore no reason for the apprehension of the Postmaster-General that the timings in such cases would be such as will cause mis-connection or dealys to mails. Such adjustment in timings is being made even now, and this has not in any way adversely affected the carriage of mails. If Postal Department were using vehicles exclusively for the carriage of mails, there would be no difficulty in permitting them to run to any timings they chose but when public service buses are availed of for this purpose, slight changes in timings may become necessary in a few cases -- as for example, in the case of Railway or Out-Agency buses to fit in with

Railway

Railway timings. The proposal of the Government is to make such slight adjustment in timings in consultation with the Postal Department. It is hardly possible for the Government to agree that the timings required by the Postal Department will be given to them irrespective of ~~any~~ every other consideration in all cases. I am to express the hope that the above explanation will make the position clear and that in the light of this the Postmaster-General will be able to accept the proposals of the Government in the matter.

I have etc.,

3/7/37.

General Secretary to Govt.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Bangalore, Dated, 10th February 37

No. Rd 1912

From
M.Venkatesa Iyengar, Esq., M.A.,

General Secretary to the Government of His Highness the Maharaja of Mysore.

To
The Secretary to the Hon'ble the Resident in Mysore.

Sir, Subject.- Mysore Road Traffic and Taxes Regulation- Postal Mail contract - Payment of subsidy or fees.

With reference to your letter No.F.338-36/R.O.I, dated 22nd September 1936 forwarding a copy of letter No.Est.A./12/M. Contract, dated 2nd September 1936 from the Post Master-General,Madras, in the matter of fees offered by some contractors for the carriage of mails on public service motor buses, I am directed to refer to my letter No.Pol.107 dated 23rd July 1936 in which the view of Government in this matter is fully explained. The fact that in some cases contractors offer to carry mails for very low rates or even to pay a subsidy to the Department is due to the advantage of the special timings which are allowed to the buses carrying mails. On any road with a number of bus services, some timings are best suited for the traffic offering and permit holders naturally prefer to secure these timings and the fees which they offer represent the price they are prepared to pay for thi Such fees as are paid on this consideration are not due to the Postal Department. One of the objects of the new system of regulation and control of motor transport in Mysore is to remove the tendency of -- competing bus services to charge un-economic rates. The Central Authority in this matter has therefore been empowered to prescribe fares rates that may be charged by buses within the maxima and minima prescribed by Government. Government are therefore not in favour of the contractor quoting un-economic rates or offering fees to the Postal

Department

Department for a service rendered to that Department.

Government are however prepared, as stated in my letter No.Pol. 107 dated 23rd July 1936, to watch the working of the arrangement now come to with the Postal Department for the carriage of mails for sometime to see if under it there is any tendency for the offer of un-economic rates or fees.

I have the honor to be,

Sir,

Your most obedient servant,

General Secretary to Government.

c.n.2

2 Drafts.

DRAFT.

No. Pol. 912 / dt 11-2-37

Bangalore,
11rd Feby., 1937.

Legis 53-35-5

To

The Secretary to the
Hon'ble the Resident in Mysore,
BANGALORE

Sir,

Subject:- Mysore Road Traffic and Taxes Regulation - Postal Mail contract - Payment of subsidy or fees.

P.U.D

With reference to your letter No. F.338-36/R.O.I, dated 22nd Septemter 1936 forwarding a copy of letter No. Est.A./12/M, Contract, dated 2nd September 1936 from the Postmaster-General, Madras, in the matter of fees offered by some contractors for the carriage of mails on public service motor buses, I am directed to refer to my letter No. Pol.107 dated 23rd July 1936 in which the view of Government in this matter is fully explained. The fact that in some cases contractors offer to carry mails for very low rates or even to pay a subsidy to the Department is due to the advantage of the special timings which are allowed to the buses carrying mails. On any road with a number of bus services, some timings are best suited for the traffic offering and permit holders naturally prefer to secure these timings and the fees which they offer represent the price they are prepared to pay for this. Such fees as are paid on this consideration are not due to the Postal Department. One of the objects of the new

new system of regulation and control of motor transport in Mysore is to remove the tendency of competing bus services to charge un-economic rates. The Central Authority in this matter has therefore been empowered to prescribe fares and rates that may be charged by buses within the maxima and minima prescribed by Government. Government are therefore not in favour of the contractors quoting un-economic rates or offering fees to the Postal Department for a service rendered to that Department.

Government are however prepared, as stated in my letter No. Pol.107 dated 23rd July 1936, to watch the working of the arrangement now come to with the Postal Department for the carriage of mails for sometime to see if under it there is any tendency for the offer of un-economic rates or fees.

I have etc.,

9/2

General Secretary to Govt.,

All communications should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.

Pol 115-1

No. F.345-37
R.O. I

OFFICE ... MYSORE
No. 1577
Date 5 MAR 1937

FROM

THE SECRETARY TO THE HON'BLE THE RESIDENT IN MYSORE.

Legis 53-35-6

To

The General Secretary to the Government of
His Highness the Maharaja of Mysore.

GENERAL SECRETARY
5 MAR 1937

Dated Bangalore, 5th March 1937.

Arrangements for Postal Mail Contracts for the conveyance of mails by buses under the Mysore Road Traffic and Taxes Regulation.

SIR,

xx With reference to paragraph 1 of your letter No.Pol. 911, dated the 11th February 1937, I am directed to forward a copy of letter from the Postmaster General, Madras, No.Est.A-12/Mail Contract/Coll.I, dated the 9th February 1937.

I have the honour to be,
Sir,
Your most obedient servant,

for SECRETARY TO THE RESIDENT.

NS.

[Extracts from Letter from the Postmaster-General, Madras, No.Est.A-12/Mail Contract./Coll.I., dated the 9th February 1937.

Effect of the recommendations of the Mysore Transport Committee on mail contracts in the Mysore State.

In continiation of paragraph 1 of my letter No.Est.A.12/Mail contract, dated the 2nd September, 1936, relating to the charges for the conveyance of mails by the monopolised bus services of the Mysore State Railway, I have the honour to state that the Director-General of Posts and Telegraphs, to whom the matter was referred by me, has agreed with the views of the Mysore Durbar - vide thier letter No.Pol.108/T.B., dated the 23rd July, 1936, that the rates of charges to be fixed should be such reasonable rates as may be mutually agreed upon in each case. I request that you will kindly communicate the above views to tne Mysore Durbar.

---:0:---

"C O P Y"

SUPERINTENDENT, RESIDENT'S OFFICE.

NS.

2 offs.

DRAFT.

R. T. 53-35-7

No. T.1670/RT Bangalore,
rue C.1

17th March 1937.
22

To

The Agent,
Mysore Railways,
MYSORE.

Sir,

Subject:- Charges for conveyance of mails by monopolised Bus services of Mysore State Railways.

C

With reference to the correspondence ending with your letter No. 7806 /Fl.145/3. H., dated 9th April 1936, I am directed to forward herewith extracts from letter No. Est.A-12/Mail Contract./Coll.I, dated 9th February 1937 received from the Postmaster-General, Madras, on the above subject and to request that detailed proposals in regard to fixing of rates for conveyance of mails by the Railway Motor Bus Service may kindly be forwarded early for consideration of Government.

~~The matter may kindly be treated as urgent.~~

I have etc.,

18/3

GENERAL SECRETARY TO GOVT.

2 offs

DRAFT. 1552 / TN 36

No. Rol 1218 Bangalore,

~~17~~-3-1937.

To Legis 53 — 35 — 8 (22)

The Secretary to the
Hon'ble the Resident in Mysore,
BANGALORE.

Sir,

Subject:- Arrangements for postal mail contracts for the conveyance of mails by buses under the Mysore Road Traffic and Taxes Regulation.

I am directed to acknowledge with thanks the receipt of your letter No. F.345-37/R.O.I, dated 8th March 1937 on the above subject forwarding copy of letter No. EST.A.12/Mail Contract/Coll.I dated 9th February 1937 from the Post-Master-General, Madras, agreeing with the views of the Mysore Government relating to rates of charges to be fixed for conveyance of mails by bus services of the Mysore Railway Department and to state that further proposals in the matter will be sent early.

I have etc.,

WG
18/3/37

GENERAL SECRETARY TO GOVT.

11 52

WWW. A 188-1000-3-1-36

All communications should be addressed to the Agent, Mysore Railways, Mysore by TITLE, not by NAME

MYSORE RAILWAYS

OFFICE OF THE SECRETARY. MYSORE TRAFFIC BOARD. BANGALORE. No. 1835 Dt. AGENT'S OFFICE.

Mysore, 14th April 1937.

No. 8128 /Fl. 145/3/H

Encls. One

Legis 53-35-9

From

THE AGENT,

Mysore Railways,

MYSORE.

To

GENERAL SECRETARY. 16 APR. 1937

The General Secretary

to the Government of Mysore,

Bangalore.

Sir,

Charges for conveyance of mails by monopolised Bus services of Mysore State Railways.

With reference to your letter No.T.1670/Rt. dated 19/22nd March 1937 on the subject, I have the honour to state that the only section on which the Railway is now carrying mails is between Anandapuram and Sagar. Before the Railway was given the monopoly of this service, the Postal Department were paying a private Bus owner Rs.195/- per month for 65 miles between Shimoga and Sorab or Rs.3/- per mile per month for the carriage of mails on this route. We have claimed a proportionate share of this from the Postal Department, vide copy of Traffic Manager's letter No.TP.7/31 of 6-1-1936 to Postmaster General. This works out to Rs.45/- a month and appears to be quite a reasonable -- charge. When the Railway is extended to Sagara, the charges to be paid will get reduced to Rs.30/- or Rs.31/- per month at Re.1/ per day. But these rates cannot be applied to buses as the operating expenses are mich higher for buses.

The Postmaster General, Madras, may therefore be addressed to accept and pass the charges claimed by the Traffic Manager,

p.t.o.

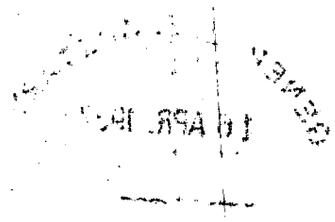
as above.

I have the honour to be,
Sir,
Your most obedient servant,

Y. R. Ramachandra Rao

A.S.

Ag. ~~Agent.~~



SRC A 180-500-16-2-37

MYSORE RAILWAYS

All communications should be addressed to the Agent, Mysore Railways, Mysore
By TITLE, not By NAME

AGENT'S OFFICE,

Mysore, April 193 7

No. /Fl.

Encls.

Letter No.TP.7/31 dated 6th January 1936 from the Traffic Manager, Mysore Railways, Mysore, to the Postmaster General, Madras.

Conveyance of Mail Bags.

As desired in your telegram EST.B/V.55 of 30th December 1935 and in continuation of this office telegram No.TP.7/8 of 31st December 1935, I beg to inform you that arrangements have been made for provision of quarter van accommodation by Nos.17 and 18 train between Anandapuram and Birur and also to carry the mail bags by the Railway bus service between Anandapuram and Sagara from the 1st instant.

I understand that you were paying a sum of Rs.195/- per mensem for conveyance of mails between Shimoga and Sorab. I presume you will pay this department a share thereof on mileage basis for carriage of mails between Anandapuram and Sagara.

The favour of an early reply is requested.

/copy/

14-4-37.

A.S.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated, Bangalore, 19th May *193*7

No. Pol 1439

Legis 53-35-10

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Secretary to the Hon'ble the Resident in Mysore.

Sir,

In continuation of this office letter No.Pol.1218 dated 22nd March 1937, stating that further proposals relating to rates of charges to be fixed for conveyance of mails by bus services of the Mysore Railway Department will be sent early, I am directed to state that the Railway buses carry mails now only between Anandapuram and Sagar and that the Railway Department charge Rs.45/- a month for carriage of mails on the section and to request that the Post Master General, Madras, may kindly be addressed to accept and pass the charges claimed by the Traffic Manager, Mysore Railways.

I have the honor to be,
Sir,
Your most obedient servant,

Pol 1915

General Secretary to Government.

S.R.2

Appendix F. G.–1]

SUBJECT.....

.....

.....

Diary No. of letter replied to.....

General and Revenue Secretariat.

( )

the *193* .

Date of issue 29.5.37

Signed by.....

List of enclosures.....

Copied by.....

Examined by.....

Section.

File No.

Serial No.

No. G.1137

To

The Secretary to the
Hon'ble the Resident in Mysore
Bangalore

Sir -

In Continuation of this office letter No Pol. 1218 dt. 22nd March 1937 stating that further ~~proposals~~ proposals relating to rates of charges to be fixed for conveyance of mails by bus Services of the Mysore Railway Department will be sent early, I am directed to state that, ~~for the Government~~

the Railway buses carry mails now only
~~of mails~~ between Anandapuram
and that the Rly Dept charge
& Sagar ~~with work out~~ Rs. 45/-
for carriage of mails on the sea and a request
a month [illegible] the Post & Master General
Madras may kindly be addressed to
accept and pass the charges claimed
by the Traffic Manager, Mysore Rly
I have etc',

9/10, 7/57

Genl. Secy. to Govt.

Draft
28
6/VIII/57

11

~~R.D.H.36-37~~ 2262

THE OFFICE OF THE HON'BLE THE RESIDENT IN MYSORE,

Bangalore, the 16th June 1937.

Pol. 1575 -

No. F.345-37 / R.O.I

Legis 5-3-35-11

A copy of the undermentioned paper is forwarded with compliments to the General Secretary to the Government of His Highess the Maharaja of Mysore, for information, with reference to his letter No.Pol.1439, dated the 20th May 1937.

By order, etc.,

for SECRETARY TO THE RESIDENT.

Letter from the Postmaster General, Madras, No.ESTA-12/M.Cont., dated the 5th June 1937.

MP

Letter from the Postmaster-General, Madras, No.ESTA-12/M.Cont., dated the 5th June 1937.

---oOo---

Conveyance of mails by the bus services of the Mysore State Railway between Anandapuram and Sagar.

With reference to your letter No.F-345-37/R.O.I, dated the 29th May, 1937, I have the honour to request that you will kindly inform the Government of Mysore that this Department accepts to pay a sum of Rs.45/- per mensem to the Mysore State Railway for the conveyance of mails by the bus service of the Mysore State Railway between Anandapuram Sagar, and that I am informing the Traffic Manager, Mysore Railways accordingly. The latter is also being requested to execute an agreement in respect of the conveyance of mails, in accordance with para 5 of my note which was forwarded with my letter No.Est.A.12/Mail Cont, dated the 7th April 1936.

---oOo---

"COPY"

SUPERINTENDENT, RESIDENT'S OFFICE.

MP

FORM A. 218—1000—24-4-37

2267
TB

MYSORE RAILWAYS

All communications should be addressed to the Agent, Mysore Railways, Mysore By TITLE, not By NAME

AGENT'S

Mysore, 14 June

OFFICE OF THE SECRETARY. MYSORE TRAFFIC BOARD. BANGALORE.
No.
Date

No. 10241 /Fl.

Encls. One.

From

H. D. SINCLAIR, Esq.,

Agent, Mysore Railways,

MYSORE.

11/VI/6

Legis 53-35-12

To

The Secretary
to the Government of His Highness the Maharaja of Mysore
General Department, BANGALORE.

Sir:

Charges for the conveyance of mails between Anandapuram and Sagar.

2262

In continuation of this office letter No.8128 dated the 14th.April,1937, on the above subject, I have the honour to forward herewith a copy of letter No.Est.A.12/M.Cont.dated 4-6-1937, received from the Postmaster-General, Madras, and to request that a copy of the communication referred to in the Postmaster-General's letter agreeing to the execution of an Agreement on a stamped paper by this Department, may kindly be sent to me for reference.

The Postal Department have also asked for a deposit of Rs.2.-14.-0. towards the cost of stamp-paper, which please let me know if it can be deposited.

GENERAL SECRETARY. 24 JUNE 1937 35-35

I have the honour to be,
sir,
Your most obedient servant.

H. D. Sinclair
Agent.

The connected file is submitted to the Gl. Secy on the 19th inst with D. No 2262
23.6.37
Bakhi.

Genl Secy

11/VI/6

TO Secn Please pick up the file & send the corr regd to us

11/VI/6

Letter No.Est.A.12/M.Cont.dated 4th.June,1937,from the Postmaster-General,Madras Circle,Madras,to the Traffic Manager,Mysore Railways Mysore.

Charges for the conveyance of mails between Anandapuram & Sagar.

With reference to the correspondence ending with your letter No.T.P. 7/31 dated the 8th.March,1937,and in continuation of this office letter No.Est.A.12/M.C.dated the 19th.March,1937,I have the honour to state that the Government of Mysore have since intimated to this office that your Department would accept a sum of Rs.45/-per mensem for the conveyance of mails between Anandapuram and Sagar through the bus services of your railway,at one trip each way daily.I have accepted the rate,and am instructing the Superintendent of Post Offices,Bangalore Division,to make payment to your Department accordingly.

I have to add that it has been decided with the concurrence of the Government of Mysore that your Department should execute an agreement in the standard form used by this Department,in respect of the conveyance of mails by the bus services of your Railway.The form is used for contracts with private bus owners.but as your Department is a concern of the Mysore Government,it has been decided to delete the penalty and security clauses from the form before the agreement is executed.I am accordingly instructing the Superintendent of Post Offices,Bangallre Division,to forward to you a duly prepared agreement form for execution.

Copy

Bakhi.

17-6-37.

1905-06

GOVERNMENT OF HIS HIGHNESS
THE MAHARAJA OF MYSORE

FINANCIAL
(SEPARATE REVENUE)

PROCEEDINGS

Dated 10th February 1906

No. Fl. 4960-5003
S. R. 108-05-2

Use of postage stamps for stamping receipts for money payments made by Mysore Government outside its territories.

GPB—22-2-06—350

Proceedings of the Government of His Highness the Maharaja of Mysore, Financial (Separate Revenue), dated 10th February 1906.

READ—

Letter No. 88, dated the 10th January 1906, from the Officer in charge of the Palace Establishments, submitting copies of certain correspondence between himself and the Comptroller to the Government of His Highness the Maharaja, regarding the admissibility of the use of postage stamps of the value of one anna in lieu of the special one-anna receipt stamps for acknowledgments of money remittances in excess of Rs. 20, and requesting orders of Government in the matter.

No. FL. 4960-5003—S. R. 108-05-2, DATED BANGALORE, 10TH FEBRUARY 1906.

ORDER THEREON.—The mere fact that a document received in Mysore is executed outside Mysore, does not, by itself, render it allowable to denote the duty thereon by a stamp of the country of execution. The substance or subject matter of the document has also to be considered. If it relates to property situate, or any matter or thing done or to be done, in Mysore, then the duty must be denoted by a Mysore stamp. (*Vide* Section 3, clause (c) of the Stamp Regulation, II of 1900.) In the case referred by the Officer in charge of the Palace Establishments to the Comptroller, in which a remittance of Rs. 200 was made by the Palace to the Madras Civil Orphan Asylums, it is presumed that the payments were made in Madras; if so, the use of postage stamps (which are identical with receipt stamps in British India) is correct and may be recognised.

This portion has been delated to the Govt. Vide Legis 37-27-1.

B. K. VENKATA VARADA IYENGAR.
Secy. to Govt., Gen. & Rev. Dept.

To—The Officer in charge of the Palace Establishments.
The Deputy Commissioners of Districts.
The Heads of Departments.

Exd.—C.V.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. T 857/A.T. Rev.:. Dated, Bangalore, 31st August 1937.

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Agent,
Mysore Railways, Mysore.

Subject:- Conveyance of Mails between Ananda-puram and Sagar.

Sir,

With reference to correspondence ending with your letter No.10241 dated 18th June 1937 on the above subject, I am directed to forward herewith extract from the Notes of Discussion regarding agreements to be executed in connection with mail contract and to state that as the performance of the agreement in question is to take place in Mysore and the agreement itself has to be enforced in Mysore, the document may be executed on a Mysore stamp paper.

I have the honor to be,
Sir,
Your most obedient servant,

S.R.2/Enc.1

For General Secretary to Government.

M. T. B. F. 11.

MYSORE TRAFFIC BOARD.

SUBJECT Conveyance of mails between Anandapuram & Vizag

T. B. File No.

Serial No.

Diary No. of letter replied to 2267 /38

No. T. 867/37-9 dt. 37

To The Agent, Mysore Railways, Mysore

( )

the *193* .

Subject.

Sir,

With reference to correspondence ending with your letter No. 10241/ dt. 18th June 1937 on the above subject I am directed to forward herewith extract from the note of discussion regarding agreements to be executed in connection with mail contract and to state that as the performance of the agreement in question is to take place in Mysore and the agreement itself has to be enforced in Mysore, the document may be executed on a Mysore Stamp paper.

Date of issue

List of enclosures

Copied by

Examined by

Mail from Hyd. L.

Shall we

WD 0177—GPB—3,000—26-8-36

Draft
Received 37.

End: Se

Meeting with Agwl. at 9.30 on Monday 8th June

ARRANGEMENTS FOR THE CARRIAGE OF MAILS BY MOTOR BUSES.

A note is submitted, as personally ordered (with Hale) HLR 7/6 PUD

1. Arrangements existing till recently were to allot one service on each route to the contractor selected by Postal Department to their timings.

2. Revised arrangements:- The Post Master General has sent for confirmation draft of revised proposals arrived at in the discussion with the Member. These are:-

(a) On roads on which there is no monopoly, Postal Department will choose contractors from amongst those to whom permits have been granted.

(b) The Postal Service will be given any timings which are considered suitable by Postal Department.

(c) On roads on which Railway has monopoly, Mails will be conveyed by Railway Buses.

Charges will be based on the analogy of rates paid to bus owners in the vicinity.

(d) On roads on which private monopoly is given, the monopolist will be bound to carry mails at rates fixed. The rates may be fixed in consultation with Postal authority at the time of granting the monopoly.

3. The points now for consideration are these:-

(a) In regard to the fixing of charges by Railway Buses on roads on which they have a

a monopoly, the rates in the vicinity given to private contractors cannot be the sole analogy. It is seen that very uneconomical rates are quoted and that contractors have even offered to pay fees.

As in the case of private monopolies, the Postal Department may be required to pay a reasonable rate to be fixed in each case.

(b) The Agent wishes to urge this point. In cases referred to in para 2 (b) above, preference in regard to timings should be given to the buses of out-agency contractors. If the timings between Post and out-agency buses clash, preference in selecting timings should be given to out-agency buses.

This means some reservation in the offer we have made to Postal Department. It may not perhaps be necessary to specify that out-agency buses will have preference. We may agree to give the Postal Department <u>ordinarily</u> the timings suited to them. In those cases where these clash with Railway Bus timings -- (such cases may be one or two), it may be possible to come to some suitable arrangement, in each case.

216 P 37 220 MR

P. A. 885-500-1-7-37

MYSORE RAILWAYS

All communications should be addressed to the Agent, Mysore Railways, Mysore By TITLE, not By NAME

AGENT'S OFFICE,

Mysore, 29 July, 1937.

No. 994 /Fl.

Enc.

From

H. D. SINCLAIR, Esq.,

Agent, Mysore Railways,

MYSORE.

GENERAL SECRETARY. 31 JULY 1937 To J.B

The Secretary
to the Government of His Highness the Maharaja of Mysore, GENERAL DEPARTMENT, Bangalore.

Sir:

Charges for the Conveyance of Mails between Anandapuram and Sagar.

I have the honour to invite your kind reference to this office letter No.10241 dated the 18th.June,1937, on the above subject, and request to be informed as to when a reply may be expected.

I have the honour to be,
sir,
Your most obedient servant.

Represented on 19-2

for Agent.

Bakhi/

The main file is returned

Secretary Trade Board We.

1192/p637

CPV A 378 1000 6 7 36

MYSORE RAILWAYS

All communications should be addressed to the Agent, Mysore Railways, Mysore by TITLE, not by NAME

AGENT'S OFFICE,

Mysore, 16 August 193 7.

No. 1640 /Fl. 145/3/H.

Encls.

OFFICE OF THE SECRETARY, MYSORE
353
M.A.B

From

THE AGENT,

Mysore Railways,

MYSORE.

GENERAL SECRETARY.
18 AUG. 1937
J.B.

To

The Secretary
to the Government of H.H. the Maharaja of Mysore,
General Department,
Bangalore.

D.No. 2267/TB.

Sir,

Charges for the conveyance of mails between Anandapuram and Sagar.

I have the honour to invite your kind reference to this office letter No.10241 of 18-6-1937 and subsequent reminder -- No.994 of 29-7-1937 on the above subject and request to be informed as to when a reply may be expected.

I have the honour to be,
Sir,
Your most obedient servant

for Agent.

This was sent to the Asst. Secy, Law Secn on 19-7-1937 A.S. We will be requesting to submit to file when Gene Secy.

Gene Secy) 11/8 Yes please 11/8

Asst. Secy Law 11/8

The main file is returned herewith

Secretary Trafficboard 11/8